**CLEARANCES**

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**TITLE OF DOCUMENT:**

Present overview of update of 2005 WRIA 1 Watershed Management Plan prepared in accordance with ESSB 6091 (RCW 90.94).

**ATTACHMENTS:**

None

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

Present overview of update of 2005 WRIA 1 Watershed Management Plan prepared in accordance with ESSB 6091 (RCW 90.94).

**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).
### Clearances

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### Title of Document:
Ordinance Amending Whatcom County Code 16.20 Whatcom County Shellfish Protection Districts

### Attachments:
Memorandum Ordinance

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

The attached ordinance extends the sunset date for the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts to December 31, 2022. The four year extension matches term lengths for advisory committee members. Public Works - Natural Resources staff recommends the continuation of the shellfish protection districts and feels the work of these groups are vital in identifying and addressing pollution sources that are affecting nearshore marine environments. These districts are also essential to the reclassification of downgraded shellfish areas to approved status and to protecting threatened shellfish areas from future downgrades. Additionally, Public Works staff recommends dissolving the Birch Bay Shellfish Protection District Advisory Committee and assigning shellfish protection advisory duties to the Birch Bay Watershed and Aquatic Resources Management (BBWARM) District Advisory Committee.

### Committee Action:

### Council Action:

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<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
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MEMORANDUM

TO: The Honorable Jack Louws, County Executive
   The Honorable County Councilmembers

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
       Erika Douglas, Senior Planner

DATE: November 11, 2018

RE: 2018 Shellfish Protection District Ordinance

Requested Action
Enclosed for your review and approval is an ordinance amending Whatcom County Code 16.20 Whatcom County Shellfish Protection Districts.

Background and Purpose
The current sunset date for the three Shellfish Protection Districts (Drayton Harbor, Portage Bay, and Birch Bay) is December 31, 2018. It is necessary to continue the work of these districts as we still have not achieved adequate improvements in water quality in Drayton Harbor and Portage Bay to achieve a complete upgrade of these shellfish growing areas and long-term commitment to water quality protection is needed to continue the Approved status in Birch Bay. The ordinance would also dissolve the Birch Bay Shellfish Protection District Advisory Committee and assign shellfish protection advisory duties to the Birch Bay Watershed and Aquatic Resources Management (BBWARM) District Advisory Committee, an existing committee with overlapping duties.

RCW 90.72 requires the legislative authority of a county to create a shellfish protection district within 180 days of the State Department of Health closing or downgrading a shellfish growing area due to the degradation of water quality from ongoing non-point source pollution. The regulations also require that a shellfish protection program be developed to identify and address the causes of the pollution.

The Whatcom County Council created a shellfish protection district for Drayton Harbor in July 1995, for Portage Bay in March 1998, and for Birch Bay in May 2009. These actions were required as a result of closures and downgrades in these areas due to pollution. Advisory committees were formed for all districts to assist the Council, by helping to identify and address the various pollution sources that could be affecting the shellfish growing areas. Shellfish recovery plans have been created and are being implemented for each of the districts.

Please contact Erika Douglas at extension 6294 or Gary Stoyka at 6218 if you have any questions.

Encl.
Drayton Harbor/Portage Bay/Birch Bay Shellfish Ord. 2018

SPONSORED BY: 
PROPOSED BY: Public Works
INTRODUCED: 

ORDINANCE NO. 2018__

AMENDING WHATCOM COUNTY CODE 16.20
WHATCOM COUNTY SHELLFISH PROTECTION DISTRICT

WHEREAS, on July 18, 1995, the Whatcom County Council adopted
Ordinance 95-036, creating the Drayton Harbor Shellfish Protection District, with a
sunset date of December 31, 1998; and

WHEREAS, on March 24, 1998, the Whatcom County Council amended the
Whatcom County Code Chapter 16.20 to create the Portage Bay Shellfish Protection
District; and

WHEREAS, the Whatcom County Council subsequently adopted Ordinances 98-
sunset date for the Drayton Harbor and Portage Bay Shellfish Protection Districts by two
years; and

WHEREAS, on May 26, 2010, the Whatcom County Council amended the
Whatcom County Code Chapter 16.20 to create the Birch Bay Shellfish Protection
District; and

WHEREAS, the Whatcom County Council subsequently adopted Ordinances 2014-
058, 2012-055 and 2010-046 extending the sunset date for the Drayton Harbor,
Portage Bay, and Birch Bay Shellfish Protection Districts; and

WHEREAS, the Whatcom County Council adopted Ordinance 2012-055 creating
four year terms for advisory committee members; and

WHEREAS, numerous efforts have occurred in the Drayton Harbor, Portage Bay,
and Birch Bay Shellfish Districts to eliminate or reduce pollutants that are affecting the
shellfish beds, through improved partnerships, cooperative efforts and increased
community involvement; and

WHEREAS, work needs to continue to ensure that approved shellfish harvest
areas maintain “approved” status, and remaining “conditionally approved” and
“prohibited” areas are reopened, and

WHEREAS, the Birch Bay Watershed and Aquatic Resources Management
(BBWARM) District has an existing advisory committee that provides oversight and
recommendations regarding water quality issues including issues related to shellfish
protection, and

WHEREAS, having two advisory committees with overlapping duties creates
inefficiencies that could be resolved by combining those duties into one advisory
committee,

NOW THEREFORE, BE IT ORDAINED by the Whatcom County Council that the sunset
dates for the Drayton Harbor Shellfish Protection District, the Portage Bay Shellfish
Protection District, and the Birch Bay Shellfish Protection District shall be extended to
December 31, 2022, as indicated in Exhibit A to this Ordinance.

AND THEREFORE, MAY IT BE FURTHER ORDAINED by the Whatcom County
Council that the Birch Bay Shellfish Protection District Advisory Committee will be
dissolved and shellfish protection advisory duties for the Birch Bay Shellfish Protection
District shall be added to the advisory duties of the BBWARM advisory committee, as
indicated in Exhibit A to this Ordinance.

ADOPTED this _____ day of ______________, 2018.

ATTEST:

__________________________  WHATCOM COUNTY COUNCIL
Clerk of the Council  WHATCOM COUNTY, WASHINGTON

__________________________  Rud Browne, Council Chair

APPROVED AS TO FORM:

__________________________  ( ) Approved  ( ) Denied

Christopher Quinn
Senior Deputy Prosecuting Attorney-Civil Division

__________________________  Jack Louws
County Executive
Chapter 16.20
WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS

Sections:

16.20.010 Establishment and authority of district.
16.20.015 Purpose.
16.20.016 Establishment of program.
16.20.020 District boundaries.
16.20.040 Revenue authority.
16.20.045 Collection of charges or rates and exemptions.
16.20.050 Sunset date and dissolution of district.
16.20.060 Relationship with other entities.
16.20.065 Advisory groups.
16.20.090 Severability.

16.20.010 Establishment and authority of district.


16.20.015 Purpose.

The purpose of these districts is to provide services to citizens experiencing nonpoint pollution of surface water drainages and coastal waters and to implement those portions of the Drayton Harbor, Portage Bay, and Birch Bay closure response strategies necessary to allow removal of the Drayton Harbor, Portage Bay, and Birch Bay downgrades. (Ord. 2014-058, Ord. 2012-055; Ord. 2010-046; Ord. 2009-042; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.016 Establishment of program.

16.20.020 District boundaries.

The Drayton Harbor shellfish protection district shall be the approximate area included in the Drayton Harbor watershed and contained within the boundaries that are declared as follows:

Commencing on the forty-ninth parallel at the point dividing the American and Canadian territory in the Gulf of Georgia; thence easterly along said international boundary line to the intersection of Markworth Road; thence southerly along the centerline of Markworth Road to the intersection of Badger Road; thence easterly along the centerline of Badger Road to the intersection of Glendale Road; thence southerly along the centerline of Glendale Road to the intersection of Loomis Trail Road; thence westerly along the centerline of Loomis Trail Road to the intersection of Bob Hall Road; thence southerly along the centerline of Bob Hall Road to the intersection of Birch Bay Lynden Road; thence westerly along the centerline of Birch Bay Lynden Road to the intersection of Woodland Road; thence southerly along the centerline of Woodland Road to the intersection of Harksell Road; thence easterly along the centerline of Harksell Road to the intersection of Enterprise Road; thence southerly along the centerline of Enterprise Road to the intersection of Aldergrove Road; thence westerly along the centerline of Aldergrove Road to the intersection of Olson Road; thence northerly along the centerline of Olson Road to the intersection of Grandview Road; thence westerly along the centerline of Grandview Road to the intersection of Valley View Road; thence northerly along the centerline of Valley View Road to the intersection of Bay Road; thence westerly along the centerline of Bay Road to the intersection of Kickerville Road; thence northerly along the centerline of Kickerville Road to the intersection of Birch Bay Lynden Road; thence westerly along the centerline of Birch Bay Lynden Road to the intersection of Blaine Road; thence northerly along the centerline of Blaine Road to the intersection of Lincoln Road; then westerly along the centerline of Lincoln Road to where it becomes Semiahmoo Parkway; thence following the centerline of Semiahmoo Parkway to the intersection of Drayton Harbor Road; thence following a line running off-shore to the point of origin in the Gulf of Georgia, plotted in such a manner as to follow existing boundaries of land parcels.

The Portage Bay shellfish protection district shall be the approximate area included in the Nooksack watershed and contained within the boundaries that are declared as follows:

Commencing on the forty-ninth parallel at the intersection of Markworth Road; thence easterly along said international boundary line to the easterly section line of Township 41 North, Range 3 East, Section 35; thence southerly along said section line to the intersection of Halverstick Road; thence westerly along the centerline of Halverstick.
Road to the easterly section line of Township 40 North, Range 3 East, Section 3; thence southerly along said section line to the northerly line of Township 40 North, Range 3 East, Section 11; thence easterly along said section line to the easterly section line of Township 40 North, Range 3 East, Section 11; thence southerly along said section line to the intersection of East Badger Road; thence easterly along the centerline of East Badger Road to the intersection of Trap Line Road; thence southerly along the centerline of Trap Line Road to the intersection with the City Limits of Everson; thence proceeding easterly along the City Limits of Everson to the intersection with the City Limits of Nooksack; thence proceeding along the City Limits of Nooksack to the easterly section line of Township 40 North, Range 4 East, Section 31; thence southerly along said section line to the northerly section line of Township 39 North, Range 4 East, Section 5; thence easterly along said section line to the intersection with Nooksack Road; thence southerly along the centerline of Nooksack Road to the intersection with Hopewell Road; thence easterly along the centerline of Hopewell Road to the intersection with Lawrence Road; thence southerly along the centerline of Lawrence Road to the northerly section line of Township 39 North, Range 4 East, Section 21; thence easterly along said section line to the westerly section line of Township 39 North, Range 4 East, Section 13; thence northerly along said section line to the northerly section line of Township 39 North, Range 4 East, Section 1; thence easterly along said section line to the westerly section line of Township 40 North, Range 5 East, Section 31; thence northerly along said section line to the westerly line of Township 40 North, Range 5 East, Section 28; thence northerly along said section line to the northerly line of Township 40 North, Range 5 East, Section 4; thence easterly along said section line to the westerly section line of Township 41 North, Range 5 East, Section 34; thence northerly along said section line to the 49th parallel; thence easterly along the 49th parallel to the easterly section line of Township 41 North, Range 5 East, Section 36; thence southerly along said section line to the northerly section line of Township 40 North, Range 6 East, Section 6; thence easterly along said section line to the easterly section line of Township 40 North, Range 6 East, Section 5; thence southerly along said section line to the northerly section line of Township 40 North, Range 6 East, Section 9; thence easterly along said section line to the National Forest Boundary; thence proceeding southerly along said National Forest Boundary to the boundary between Whatcom County and Skagit County; thence westerly along said County boundary to the westerly section line of Township 37 North, Range 5 East, Section 34; thence northerly along said section line to the southerly section line of Township 37 North, Range 5 East, Section 21; thence westerly along said section line to the westerly section line of Township 37 North, Range 5 East, Section 17; thence westerly along said section line to the westerly section line of Township 37 North, Range 4 East, Section 13; thence northerly along said section line to the southerly section line of Township 37 North, Range 4 East, Section 11; thence westerly along said section line to the westerly section line of Township 37 North, Range 4 East, Section 11; thence northerly along said section line
to the southerly section line of Township 38 North, Range 4 East, Section 15; thence westerly along said section line to the westerly section line of Township 38 North, Range 4 East, Section 17; thence northerly along said section line to the southerly section line of Township 38 North, Range 4 East, Section 7; thence westerly along said section line to the westerly section line of Township 38 North, Range 4 East, Section 7; thence northerly along said section line to the intersection of East Smith Road; thence westerly along the centerline of East Smith Road to the easterly section line of Township 39 North, Range 3 East, Section 31; thence southerly along said section line to the intersection of Kelly Road; thence westerly along the centerline of Kelly Road to the intersection of Guide Meridian; thence southerly along the centerline of Guide Meridian to the southerly section line of Township 38 North, Range 2 East, Section 1; thence westerly along said section line to the easterly section line of Township 38 North, Range 2 East, Section 11; thence southerly along said section line to the southerly line of Township 38 North, Range 2 East, Section 11; thence westerly along said section line to the easterly section line of Township 38 North, Range 2 East, Section 16; thence southerly along said section line to the intersection with Bellingham Bay; thence recommencing at the westerly section line of Township 38 North, Range 2 East, Section 20 in the Nooksack Delta; thence northerly along said section line to the northerly section line of Township 38 North, Range 2 East, Section 17; thence easterly along said section line to the centerline of the Nooksack River; thence following the centerline of the Nooksack River to the intersection with the City Limits of Ferndale; thence westerly, proceeding along the City Limits of Ferndale to the intersection with Mt. View Road; thence westerly along the centerline of Mt. View Road to the intersection with the City Limits of Ferndale; thence northerly, proceeding along the City Limits of Ferndale to the intersection with Church Road; thence northerly along the centerline of Church Road to the intersection of Aldergrove Road; thence easterly along the centerline of Aldergrove Road to the intersection of Enterprise Road; thence northerly along the centerline of Enterprise Road to the intersection of Harksell Road; thence westerly along the centerline of Harksell Road to the intersection of Woodland Road; thence northerly along the centerline of Woodland Road to the intersection of Birch Bay-Lynden Road; thence easterly along the centerline of Birch Bay-Lynden Road to the intersection of Bob Hall Road; thence northerly along the centerline of Bob Hall Road to the intersection of Loomis Trail Road; thence easterly along the centerline of Loomis Trail Road to the intersection of Glendale Road; thence northerly along the centerline of Glendale Road to the intersection of West Badger Road; thence westerly along the centerline of West Badger Road to the intersection of Markworth Road; thence northerly along the centerline of Markworth Road to the forty-ninth parallel, POB.

The Birch Bay shellfish protection district shall be the approximate area of the Birch Bay watershed and contained within the boundaries that are declared as follows:

The Birch Bay Stormwater Management Plan Sub Flood Zone comprises all or portions of Sections 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, and 36, Township 40 North, Range 1 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, and 24, Township 39 North,
Range 1 West, Sections 2 through 18, 21, 22, 23, 24, and 28, Township 39 North, Range 1 East, and Sections 19, 20, 29, 30, 31, 32, 33, Township 40 North, Range 1 East, of Willamette Meridian; said Sub Flood Zone boundary more particularly described as follows: (For the purposes of this description Section, Township, and Range may be abbreviated as Section #, T # N., R # E. or W. and abbreviations NE for Northeast, NW for Northwest, SW for Southwest, and SE for Southeast may be used.)

Commencing at the point of intersection of the Line of Ordinary High Tide of Semiahmoo Bay with the Southwesterly line of Tract A, Plat of Boundary Ridge in Section 10, T. 40 N., R. 1 W., said point being the True Point of Beginning; Thence Southeasterly along said Southwesterly line of Tract A, and the Southeasterly extension thereof, 646 feet, more or less, to the centerline of Semiahmoo Parkway; Thence generally Southerly along the centerline of Semiahmoo Parkway 1.5 miles, more or less, to the North-South Center Section Line of Section 14, T. 40 N., R. 1 W.; Thence Northeasterly 750 feet, more or less, to a point 350 feet due South of the most Westerly corner of Lot 65, Saint Andrew’s Green Division IV – Phase A; Thence Southeasterly 2000 feet, more or less, to the ¼ Section Corner common to Sections 13 and 14, T. 40 N., R. 1 W.; Thence Southeasterly 1360 feet, more or less, to the SE corner of the North 10 acres of the West ½ of the SW ¼ of said Section 13; Thence Southeasterly 2214 feet, more or less, to the SE corner of the West 20 acres of the NW ¼ of the SE ¼ of said Section 13; Thence Southeasterly 2380 feet, more or less, to the NE Corner of Section 19, T. 40 N., R. 1 E.; Thence Southeasterly 1000 feet, more or less, to the intersection of the centerlines of Seafair Drive and Oakridge Drive, Plat of Harborview Estates; Thence Southeasterly 450 feet, more or less, to the SE corner of Lot 17, said Plat of Harborview Estates; Thence Southeasterly 500 feet, more or less, to the intersection of the centerlines of Glendale Drive and Bayshore Drive, Plats of said Harborview Estates and Lincoln Green, Division No. 1; Thence Easterly 1015.73 feet along the centerline of said Bayshore Drive to the center of the cul-de-sac at the Easterly end of said Bayshore Drive; Thence Southeasterly 200 feet, more or less, to the NW corner of the SW ¼ of the NE ¼ of said Section 19; Thence Southeasterly 2820 feet, more or less, to the NW corner of the South 330 feet of the SW ¼ of the NW ¼ of Section 20, T. 40 N., R. 1 E.; Thence Southeasterly 2750 feet, more or less, to the NE corner of Croft’s Short Plat; Thence Easterly 440 feet, more or less, to the NE corner of the SE ¼ of the SW ¼ of said Section 20; Thence Southeasterly 1554 feet, more or less, to a point on the Section Line common to said Sections 20 and 29, T. 40 N., R. 1 E., 500 feet Westerly of the NE corner of the NW ¼ of the NE ¼ of said Section 29; Thence Southwesterly 1554 feet, more or less, to the SW corner of said NW ¼ of the NE ¼ of said Section 29; Thence Southeasterly ¼ mile, more or less to the SE corner of Lot 92, said Plat of Double RR Ranch; Thence Southeasterly 875 feet, more or less, to the NE corner of Lot 46, said Plat of Double RR Ranch; Thence Southerly 700 feet, more or less, to the NE corner of Lot 39, said Plat of Double RR Ranch; Thence Southwesterly 540 feet, more or less, to the SW corner of Lot 26, said Plat of Double RR Ranch; Thence Easterly 460 feet, more or less, to the SE corner of Lot 37, said plat of Double RR Ranch; Thence Southeasterly 962 feet, more or less, to the center of the SE ¼ of
the SE ¼ of said Section 29; Thence Southeasterly 710 feet, more or less, to a point on
the North line of Section 32, T. 40 N., R. 1 E. 397 feet Westerly of the NE Corner of said
Section 32; Thence Southeasterly 2166 feet, more or less, to the center of the NW ¼ of
Section 33, T. 40 N., R. 1 E.; Thence Easterly along the East-West centerline of said NW
¼ 660 feet, more or less to the Northwesterly right-of-way line of the GNRR (BNSF)
Spur; Thence Southwesterly one mile, more or less, along said Northwesterly right-of-
way line to the Section Line common to said Section 32 and Section 5, T. 39 N., R 1 E.;
Thence Southeasterly 1458 feet, more or less to the NW corner of the SW ¼ of the NW
¼ of the NW ¼ of Section 4, T. 39 N., R 1 E.; Thence Southeasterly 1476 feet, more or
less, to the NW corner of the SE ¼ of the NW ¼ of said Section 4; Thence Easterly
1320 feet, more or less, to the NE corner of said SE ¼ of the NW ¼; Thence
Southeasterly 3300 feet, more or less, to the NE corner of the SE ¼ of the NE ¼ of the
SE ¼ of said Section 4; Thence Southeasterly 1361 feet, more or less, to the SE corner
of Lot 3, Grandview Highlands Short Plat in Section 3, T. 39 N., R 1 E.; Thence East
1320 feet, more or less, to the North-South Center Section Line of said Section 3;
Thence Southeasterly 4290 feet, more or less, to the SE corner of the SW ¼ of the SW
¼ of Section 2, T. 39 N., R 1 E.; Thence Southeasterly 2800 feet, more or less, to the
most Easterly corner of Lot A, Grandview Hill Estates Cluster Short Plat #2; Thence
Southeasterly 1050 feet, more or less, to a point on the East-West Center Section Line
of Section 11, T. 39 N., R 1 E., 1 rod Westerly of the NE corner of the NW ¼ of the SE
¼ of said Section 11; Thence Southeasterly 677 feet, more or less, to the midpoint of
the South line of the North ½ of the East ½ of the East ½ of said NW ¼ of the SE ¼;
Thence Southeasterly 841 feet, more or less, to a point on the South line of the NE ¼ of
the SE ¼ of said Section 11, 355.71 feet Easterly of the SW corner of said NE ¼ of the
SE ¼; Thence Southeasterly 689 feet, more or less, to a point 105 feet West of the
center of the SE ¼ of the SE ¼ of said Section 11; Thence East 105 feet to said center
of the SE ¼ of the SE ¼; Thence Southeasterly 933 feet, more or less, to the NE
Corner of said Section 13, T. 39 N., R 1 E.; Thence Easterly 240 feet along the North
line of said Section 13; Thence Southeasterly 935 feet, more or less, to the NW corner
of Lot 2, Unruh Heights Short Plat; Thence Southeasterly 1462 feet, more or less, to a
point on the South line of the West ½ of the NE ¼ of the NW ¼ of said Section 13,
1 rod Westerly of the SE corner of said West ½; Thence Southeasterly 1483 feet, more
or less, to the Center of said Section 13; Thence Southeasterly to the SE corner of Lot
126, Plat of Pacific Highlands Division No. 4; Thence generally Southerly following along
the Easterly boundary line of said Plat to the SE corner of Lot 153 of said Plat; Thence
Southeasterly to the NW corner of Lot 8, Block 4, Plat of Pacific Heights Phase I,
Thence Southerly along the West line of said Plat 38.51 feet; Thence Southerly 275
feet, more or less, to a point on the South line of said Section 13, 285.5 feet West of
the SE corner of the SW ¼ of the SE ¼ of said Section 13; Thence Southeasterly 1325
feet, more or less, to a point on the South line of the NW ¼ of the NE ¼ of Section 24,
T. 39 N., R 1 E., 165 feet Westerly of the SE corner of said NW ¼ of the NE ¼; Thence
Westerly 495 feet, more or less, along the South line of said NW ¼ of the NE ¼ to the
SW corner of the SE ¼ of said NW ¼ of the NE ¼; Thence Southwesterly to a point on
the North-South Center Section Line of said Section 24, 300 feet Southerly of the NE
corner of the SE ¼ of the NW ¼ of said Section 24; Thence Southwesterly 1063 feet, more or less, to a point on the South line of said SE ¼ of the NW ¼, 300 feet Westerly of the SE corner of said SE ¼ of the NW ¼; Thence Northwesterly 1072 feet, more or less, to a point on the West line of said SE ¼ of the NW ¼, 330 feet Northerly of the SW corner of said SE ¼ of the NW ¼; Thence Northerly 990 feet, more or less, along the West line of said SE ¼ of the NW ¼ to the center of the NW ¼ of said Section 24; Thence Northwesterly 738 feet, more or less, to the center of the South ½ of the NW ¼ of said Section 24; Thence Northwesterly 467 feet, more or less, to a point on the South line of the North ½ of said NW ¼ of the NW ¼, 330 feet Easterly of the SW corner of said North ½; Thence Northwesterly to a point on the North line of said Section 24, 150 feet Easterly of the NW Corner of said Section 24; Thence Northwesterly 427 feet, more or less, to a point on the West line of Section 13, T. 39 N., R. 1 E., 400 feet Northerly of the SW corner of said Section 13; Thence West 200 feet; Thence Southerly 400 feet, more or less, to a point on the South line of Section 14, T. 39 N., R. 1 E., 200 feet Westerly of the SE corner of said Section 14; Thence Southwesterly 1300 feet, more or less, to the Northeast corner of the SE ¼ of the NW ¼ of said Section 23, T. 39 N. R. 1 E.; Thence Southerly 660 feet, more or less, to the center of the NE ¼ of said Section 23; Thence Northwesterly 1361 feet, more or less, to the Northwest corner of the South 330 feet of the West ½ of the NW ¼ of the NE ¼ of said Section 23; Thence Northerly 330 feet, more or less, to the Northwest corner of the SW ¼ of said NW ¼ of the NE ¼; Thence Northwesterly 933 feet, more or less, to the Northwest corner of the NE ¼ of the NE ¼ of the NW ¼ of said Section 23; Thence Westerly 2280 feet, more or less, along Section Line common to said Sections 14 and 23, and Sections 15 and 22, T. 39 N., R. 1 E. to a point 300 feet Westerly of the Northeast Corner of said Section 22; Thence Southerly 1980 feet, more or less, parallel with the East line of said Section 22, to the North line of the South 1/2 of the SE ¼ of the NE ¼ of said Section 22; Thence Southwesterly 752 feet, more or less, to the midpoint of the North line of the NE ¼ of the SE ¼ of said Section 22; Thence Southerly 330 feet, more or less, to the South line of the North 330 feet of said NE ¼ of the SE ¼; Thence Southwesterly 955 feet, more or less, to a point on the West line of said NE ¼ of the SE ¼ and 300 feet Northerly of the SW corner of said NE ¼ of the SE ¼; Thence Southwesterly 1063 feet, more or less, to a point on the North line of the SW ¼ of the SE ¼ 300 feet Easterly of the NW corner of said SW ¼ of the SE ¼; Thence Southwesterly 424 feet, more or less, to a point on the West line of said SW ¼ of the SE ¼ 300 feet Southerly of the NW corner of said SW ¼ of the SE ¼; Thence Southwesterly 752 feet, more or less, to the NE corner of Lake Terrell Short Plat; Thence Southwesterly 738 feet, more or less, to the SW corner of Lot A, Lake Terrell Short Plat; Thence Northwesterly 1361 feet, more or less, to the NW corner of the South ½ of the SW ¼ of the SW ¼ of said Section 22; Thence West 400 feet; Thence Southwesterly 690 feet, more or less, to a point on the South line of Section 21, T. 39 N., R. 1 E. and 600 feet Westerly of the SE corner of said Section 21; Thence Southwesterly 725 feet, more or less, to a point on the North line of the South ½ of the NE ¼ of the NE ¼ of Section 28, T. 39 N., R. 1 E. and 900 feet Westerly of the East line of said Section 28; Thence Southerly, parallel with the East line of said Section 28,
660 feet, more or less, to the North line of the SE ¼ of the NE ¼ of said Section 28;
Thence Southeasterly 725 feet, more or less, to a point on the North line of the South
¼ of the SE ¼ of the NE ¼ of said Section 28 and 600 feet Westerly of the East line of
said Section 28; Thence Southwesterly 772 feet, more or less, to a point on the South
line of said NE ¼ and 1000 feet Westerly of the East line of said Section 28; Thence
Southerly, parallel with the East line of said Section 28, 200 feet; Thence Westerly,
parallel with the East-West Center Section Line of said Section 28, 500 feet; Thence
Southwesterly 665 feet, more or less, to the midpoint of the East line of the West ½ of
the NW ¼ of the SE ¼ of said Section 28; Thence Southwesterly 675 feet, more or
less, to a point on the North-South Center Section Line of said Section 28 and 800 feet
South of the Center of said Section 28; Thence Northeasterly 1037 feet, more or less,
to the Northwest corner of the East ½ of the NE ¼ of the SW ¼ of said Section 28;
Thence Northerly 1476 feet, more or less, to the center of the NW ¼ of said
Section 28; Thence Northeasterly 1322 feet, more or less, to a point on the North Line
of said Section 28 and 1245 feet Westerly of the North ¼ Corner of said Section 28;
Thence Northeasterly ¼ mile, more or less, to the point of intersection of the centerline
of Rainbow Road with the East-West centerline of the SW ¼ of Section 21, T. 39 N., R.
1 E.; Thence Northeasterly 0.4 miles, more or less, along said centerline of Rainbow
Road to the South line of the North ½ of the SW ¼ of the NW ¼ of said Section 21;
Thence Northerly 752 feet, more or less, to the midpoint of the North line of the
West ½ of said SW ¼ of the NW ¼; Thence Northerly 1320 feet, more or less, parallel
with the West line of said Section 21, to North Line of said Section 21; Thence
Northeasterly 1650 feet, more or less, to the center of the SW ¼ of Section 16, T. 39
N., R. 1 E.; Thence Northeasterly 1361 feet, more or less, to a point on the East-West
Center Section Line of said Section 16 and 990 feet Westerly of the Center of said
Section 16; Thence Northeasterly 0.4 miles, more or less, to the Southeast corner of Lot
2, Lake Terrell Mobile Ranch Short Plat; Thence Northwesterly 483 feet, more or less, to
a point on the South Line of Section 9, T. 39 N., R. 1 E. and 208 feet Westerly of the SE
corner of the SW ¼ of the SE ¼ of the SW ¼ of said Section 9; Thence Northwesterly
1023 feet, more or less, to the midpoint of the North line of the South 330 feet of the
North ¾ of the East ½ of the SW ¼ of the SW ¼ of said Section 9; Thence
Southwesterly 1190 feet, more or less, to the Southwest Corner of said Section 9;
Thence Southwesterly 1650 feet, more or less, to the SW corner of the North ¾ of the
NE ¼ of the NE ¼ of Section 17, T. 39 N., R. 1 E.; Thence Southwesterly 1325 feet,
more or less, to a point on the North-South Center Section Line of said Section 17 and
1100 Southerly of the North ¼ Corner of said Section 17; Thence Southwesterly 696
feet, more or less, to the midpoint of the South line of the NE ¼ of the NW ¼ of said
Section 17; Thence Northwesterly 696 feet, more or less, to a point on the West line of
said NE ¼ of the NW ¼ and 1100 feet Southerly of the NW corner of said NE ¼ of the
NW ¼; Thence Northwesterly 1354 feet, more or less, to a point on the West Line of
said Section 17 and 800 feet Southerly of the NW Corner of said Section 17; Thence
Northwesterly 5284 feet, more or less, to a point on the East Line of Section 13, T. 39
N., R. 1 W. and 600 feet Southerly of the NE Corner of said Section 13; Thence
Southerly 5000 feet, more or less, along said East Line of Section 13 and the East Line
of Section 24, T. 39 N., R. 1 W. to the Line of Ordinary High Tide of the Strait of
Georgia; Thence generally Northerly, following along the Line of Ordinary High Tide of
the Strait of Georgia, Birch Bay, and Semiahmoo Bay, 15 miles, more or less, to the
True Point of Beginning.


16.20.040 Revenue authority.

The revenue authorities granted under Chapter 90.72 RCW shall be exercised at the
discretion of the board of supervisors, which shall be the county council for the
operation of these districts. (Ord. 2014-058, Ord. 2012-055; Ord. 2010-046; Ord. 2009-
98-019 Att. C; Ord. 95-036).

16.20.045 Collection of charges or rates and exemptions.

Property owners within these shellfish protection districts may be assessed charges or
rates as allowed by Chapter 90.72 RCW to finance the shellfish protection programs.
The owner of any property within a shellfish protection district which is exempt from
charges or rates because such property is subject to the National Pollution Discharge
Elimination System as specified in RCW 90.72.070 shall demonstrate such exemption
annually to the county assessor. If evidence of exemption is not provided, the property
will automatically convert from exempt status and the property will be subject to
charges or rates. Land exempt from charges and rates as specified in RCW 90.72.070
because of its forest land classification will automatically convert from exempt status if
the land classification changes and will be subject to charges or rates. (Ord. 2014-058,
Ord. 2012-055; Ord. 2010-046; Ord. 2009-042; Ord. 2008-055 Exh. A; Ord. 2007-003

16.20.050 Sunset date and dissolution of district.

The Drayton Harbor shellfish protection district shall be dissolved on December 31,
201822, unless specifically extended by ordinance of the county legislative authority, or
upon the removal of the downgrade. The Portage Bay shellfish protection district shall
be dissolved and this chapter repealed on December 31, 201822, unless specifically
extended by ordinance of the county legislative authority, or upon the removal of the
downgrade. The Birch Bay shellfish protection district shall be dissolved and this chapter
repealed on December 31, 201822, unless specifically extended by ordinance of the
county legislative authority, or upon the removal of the downgrade. These districts may
also be dissolved by the county legislative authority by ordinance. The county legislative
authority shall review the continued need for these districts four months prior to their
16.20.060 Relationship with other entities.

No program or activity proposed by the district shall replace or consolidate existing activities performed by cities or other non-County provided water-related special purpose districts without their consent. In formulating new programs, consultation and coordination shall occur with cities and other water-related special districts. (Ord. 2014-058, Ord. 2012-055; Ord. 2010-046; Ord. 2009-042; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

A. 16.20.065 Advisory groups. The advisory committees shall comply with Whatcom County Code (WCC) 2.03, Boards and Commissions.

B. The board of supervisors shall appoint advisory committees of not more than 11 members to advise on the overall operations of the Drayton Harbor and Portage Bay Shellfish Protection Districts. Two positions on each of the advisory committees will be available for tribal representation. In establishing district advisory committees, all members shall have a direct interest in the district. (Ord. 2014-058, Ord. 2012-055; Ord. 2010-046; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

B.C. The Birch Bay Shellfish Protection District Advisory Committee will be dissolved and shellfish protection advisory duties will be assigned to the Birch Bay Water and Aquatic Resources Management (BBWARM) District Advisory Committee, an existing advisory committee that provides recommendations on projects and programs to protect water quality in the Birch Bay watershed.

C.D. Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW).

D.E. Each advisory committee shall dissolve when its related district dissolves per WCC 16.20.050.

16.20.090 Severability.

**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>
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<td>MDC</td>
<td>11/7/18</td>
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<td>11/20/18</td>
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<td>Division Head:</td>
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<td>12/04/18</td>
<td>Finance Comm; Council</td>
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<td>Dept. Head:</td>
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<td></td>
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<td>Prosecutor:</td>
<td>KNT</td>
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<tr>
<td>Purchasing/Budget:</td>
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<td>11/7/18</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>11/9/18</td>
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<td></td>
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**TITLE OF DOCUMENT:** Ordinance Amending the 2018 Budget, Supplemental Budget Request #15

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

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

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

Supplemental #15 requests funding from the General Fund:
1. To appropriate $50,000 in Sheriff to fund overtime increase.
2. To appropriate $20,598 in Sheriff to fund reimbursable overtime increase.
3. To appropriate $50,000 in Sheriff to fund increased fuel costs.

From the Whatcom County Jail Fund:
4. To appropriate $72,000 to fund increase in psychiatric medications.
5. To appropriate $50,000 to fund increased general medication costs.

From the Behavioral Health Program Fund:
6. To appropriate $72,000 to fund transfer to fund jail psychiatric medications.

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
11/20/2018: Introduced 7-0

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
PROPOSED BY: Executive
INTRODUCTION DATE: 11/20/18

ORDINANCE NO.
AMENDMENT NO. 15 OF THE 2018 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018
budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by
the Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2017-2018
Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following
additional amounts to the 2018 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>120,598</td>
<td>(20,598)</td>
<td>100,000</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>120,598</td>
<td>(20,598)</td>
<td>100,000</td>
</tr>
<tr>
<td>Whatcom County Jail Fund</td>
<td>122,000</td>
<td>(72,000)</td>
<td>50,000</td>
</tr>
<tr>
<td>Behavioral Health Program Fund</td>
<td>72,000</td>
<td>-</td>
<td>72,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>314,598</td>
<td>(92,598)</td>
<td>222,000</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of _________________, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: ____________________________
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund overtime increase.</td>
<td>50,000</td>
<td>-</td>
<td>50,000</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund reimbursable overtime increase.</td>
<td>20,598</td>
<td>(20,598)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund increased fuel costs.</td>
<td>50,000</td>
<td>-</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>120,598</td>
<td>(20,598)</td>
<td>100,000</td>
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<tr>
<td><strong>Whatcom County Jail Fund</strong></td>
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<td>Jail</td>
<td>To fund increase in psychiatric medications.</td>
<td>72,000</td>
<td>(72,000)</td>
<td>-</td>
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<td>Jail</td>
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<td>-</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total Whatcom County Jail Fund</strong></td>
<td></td>
<td>122,000</td>
<td>(72,000)</td>
<td>50,000</td>
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<tr>
<td><strong>Behavioral Health Program Fund</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Behavioral Health Program Fund</td>
<td>To fund transfer to fund jail psychiatric medications.</td>
<td>72,000</td>
<td>-</td>
<td>72,000</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>314,598</td>
<td>(92,598)</td>
<td>222,000</td>
</tr>
</tbody>
</table>
**Supplemental Budget Request**

**Sheriff**

**Operations**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2920</td>
<td>Jeff Parks</td>
</tr>
</tbody>
</table>

**Expenditure Type:** One-Time  **Year:** 2018  **Add'l FTE:**  **Add'l Space:**  **Priority:** 1

**Name of Request:** Sheriff's Office Overtime Increase 2018

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>X Bm</td>
<td>11.5.2018</td>
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**Costs:**

<table>
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<tr>
<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
<td>6140</td>
<td>Overtime</td>
<td>$50,000</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$50,000</strong></td>
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1a. **Description of request:**

This ASR is to increase 2018 budgeted overtime allocated for law enforcement and investigations. Since 2008, overtime for law enforcement and investigations has effectively been reduced by as much as 30%, with minor increases over the past several budget cycles. Currently, the base overtime budget for all law enforcement and investigative cost centers is 18% below the 2008 base overtime budget prior to the Recession. In addition, the overtime allocation has not consistently been adjusted to account for increases in employee wages, which proportionately increases overtime costs. Since 2008, deputies and sergeants have seen a 31% increase in wages, with no commensurate increase in the overtime budget. Due to resource availability requirements and an increase in the number and complexity of serious crimes, personnel have to be brought in or held over on overtime to handle calls for service. In addition, the Prosecutor's Office has required enhanced crime scene investigation and testimony to support successful prosecution of criminal defendants.

As is the normal practice, the Sheriff's Office conducted a financial analysis of all cost centers to assess the budget during the busier summer months and as a benchmark to prepare for the final quarter of 2018. We projected fairly early on that we would expend budgeted overtime in order to maintain adequate services to all areas of Whatcom County (to include East County, Foothills/Kendall area). In most years we see that position vacancies (salary lapse) can significantly help to cover overtime shortages.

In September 2018, realizing that we were running well ahead in terms of projected overtime costs and lower than usual unspent salary, the Sheriff's Office reduced or canceled training, and put in place spending restrictions to the degree possible and targeted all discretionary spending. We were also able to identify two areas where our budget was short due to transfers not being made to cover retro-pay (wage settlement for Deputies Guild members) and Crisis Intervention Deputy position costs. (These transfers have since been accomplished.) In addition, we have increased the use of specialty units to cover patrol areas, thus reducing the need to cover the vacant shift with overtime. We have also delayed the hiring of two patrol deputies and a records clerk until late in the year, as a self-imposed hiring freeze to attempt to stay within the allocated budget. Our updated projection, as of October 31, at year end we would be 98.81% expended on our overall budget.

However – this has some assumptions built in, in which we are currently seeing some serious variations, consisting mainly of unavoidable/unpredictable overtime caused by unforeseeable emergency responses and investigations.

We initially targeted baselines of 43,000 per month ongoing non-discretionary/non-salary expenditures (contracts, services, rentals, etc.) and 21,000 per month for overtime to get us through the fourth quarter 2018. These were baseline amounts for managers to gauge any issues or extraordinary costs that might present themselves so we could adjust accordingly. Overtime continues to be the most difficult, related to
Supplemental Budget Request  

<table>
<thead>
<tr>
<th>Sheriff</th>
<th>Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 1</td>
<td>Cost Center 2920</td>
</tr>
</tbody>
</table>

serious cases and emergency responses, which is causing expenditures to exceed the baseline that we set by approximately 28 percent. In addition we are concerned about our previous year experience where a significant overtime situation occurred in December, and should that repeat we would be well in excess of our authorized budget authority. At this time we are using a baseline of 20,000.00 of overtime per pay period, with 5 pay periods remaining. The Average cost of overtime for 2018 January through October has been 48,723.32 per month. The requested 50,000.00 is a buffer, in the event that we exceed the 100,000.00 total we have budgeted, which will lapse in the event it is not needed for unforeseen events. We are obviously concerned about the possibility of exceeding the 100,000.00 based on past experience and the trend of monthly expenditures for the year.

We are running at a slightly better expenditure to allocated budget for benefits (95.22 %), so this request does not include an additional amount for "roll-up". The requested overtime amount should cover both if necessary.

1b. Primary customers:

The citizens of Whatcom County, as well as our partners in the criminal justice system.

2. Problem to be solved:

This increase would allow the Sheriff’s Office to maintain the professional service and work product that the citizens and the criminal justice system expects. This includes responding to and handling calls for service from citizens, as well as additional investigation and courtroom testimony required of deputies. Due to the unpredictable nature of the law enforcement profession, we anticipated additional overtime will be needed. Some of the unpredictable and critical situations that we are experiencing this year consist of:

- Search and Rescue and recovery of lost or injured skiers/hikers
- Barricaded suspects, and hostage situations involving firearms
- Murder/Suicide
- Above situations that required the use of SWAT / Crisis Negotiation Team to safely resolve the incidents.
- Increase in the time and costs related to completing calls/reports necessary for the Prosecutor’s Office and the courts.
- Court appearances for major cases

Since putting spending reduction measures in place, including strict oversight on overtime, the following expenses have been incurred:

Sept/October OT = 880 hours x Average $63/Hr. = $55,440  
September = 405 hours$25,515  
October = 475 hours$29,925  

Court/Other hearings 121 hours$7,623  
SAR 105 hours$6,615  
Major Crimes/CSI 69 hours$4,347  
18A38144 murder/suicide (34.5 overtime hours)  
SWAT 79 hours$4,977  
18A37408 Barricade/hostage (40 overtime hours)  
18A37672 Barricade/threats (39 overtime hours)  
Complete Call/Arrest 223 hours$14,049  
Cover shift 103 hours$6,489  
Other 180 hours$11,340  
Total Amount $110,880

Based on the last two months, we project that November/December will be similar. However we cannot predict that we will not see additional major crime investigations or violent incidents which require the use of specialized teams such as SWAT/Crisis Negotiations. As a cautionary note, December of 2017 was
the highest overtime month ($76,054) for 2017. Those overtime time costs are normally observed during the busier summer months, but highlight the unpredictably that we deal with on an annual basis.

3a. Options / Advantages:
We regularly adjust shifts and have specialty units cover patrol areas. Between Memorial Day and Labor Day, we try to limit the use of specialty units/deputies, as not to reduce our operational capacity. This use of minimal resources results in delayed response and increases officer safety concerns. Often times, overtime is hired to satisfy minimum staffing requirements. Failure to hire staffing when needed negatively impacts the deputies ability to respond to calls for service and increases officer safety concerns, increases potential liability for the County and increases potential for very expensive duty-related injuries.

In addition, we leverage contracted law enforcement patrols to handle major events and emphasis patrols. Entities that request a law enforcement presence to secure and patrol their event are required to reimburse the County for these services. This results in a reduced need to call regularly assigned patrol deputies to deal with issues related to these events, which can be prevented by having law enforcement on scene.

The ability to call deputies in on overtime allows us to maintain staffing levels and ensures that serious/violent crimes are handled and investigated by highly skilled deputies with expertise and experience.

3b. Cost savings:
N/A

4a. Outcomes:
Based on overtime availability, we will be able to continue to provide the citizens with the safety and security that they expect and effectively respond to mandated responsibilities. In addition, by calling in deputies with expertise in a specific discipline to responded and/or investigate allows us to provide our criminal justice partners with the information and evidence necessary to ensure that justice is served in a fair and objective manner.

4b. Measures:
Maintain current levels of service and growing needs and expectations of the citizens and the criminal justice system.

5a. Other Departments/Agencies:

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

6. Funding Source:
General Fund
Supplemental Budget Request

**Sheriff**

**Operations**

**Fund 1**

**Cost Center 2965**

**Originator:** Jacque Korn

**Expenditure Type:** One-Time

**Year 2 2018**

Add'l FTE □ Add'l Space □ Priority 1

**Name of Request:** Reimbursable Overtime Increase - 2018

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

**Date**

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<tr>
<th>Costs</th>
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<th>Object Description</th>
<th>Amount Requested</th>
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<td>Overtime</td>
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<td>Unemployment-Interfund</td>
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**Request Total**

$0

1a. Description of request:

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

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

The current budget is inadequate to cover additional law enforcement services requested in 2018.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

Sheriff's Office deputies provide extra law enforcement, traffic control, and security services as requested.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Expenditures will be offset by revenue generated from organizations requesting services.

Overtime billed at $78.00 per hour in accordance with Whatcom County Unified Fee Schedule.

Friday, November 02, 2018
<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Hr Rate</th>
<th>Overtime Amount</th>
<th>Long/hr</th>
<th>Longevity Amount</th>
<th>Total Wages</th>
<th>Retirement 6210</th>
<th>Soc Sec 6230</th>
<th>Work Comp 6239</th>
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<td>Mr. Baker Ski Area - Anticipated</td>
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<td>68.00</td>
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| Hr Rate                       | 0.0543 | 0.0765 | 1.70 | 0.0013 |

| Overtime Amount | 17,416.00 | 359.45 | 17,775.60 | 665.40 | 1,360.00 | 470.09 | 23.11 | 20,597.80 |
Supplemental Budget Request

Sheriff  Operations

Suppl ID # 2574  Fund 1  Cost Center 2920  Originator: Jeff Parks

Expenditure Type: One-Time  Year 2 2018  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: Fuel Increase - 2018

X

Department Head Signature (Required on Hard Copy Submission)  Date

11. 5. 2018

Costs:

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<th>Object</th>
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1a. Description of request:
Fuel expenditures for 2018 across all cost centers is running ahead of budget allocation. This would be due to increased activity and miles travelled. The fuel budget was increased by Finance for 2019 and 2010.

1b. Primary customers:

2. Problem to be solved:
We are projected to be 45,000.00 short on fuel for 2018 operations.

3a. Options / Advantages:
No other options - we have no alternatives other than to assess cause for shortfall.

3b. Cost savings:
N/A

4a. Outcomes:
Continue operational capability and sustainability through remainder of budget year.

4b. Measures:
Sufficient fuel allocation.

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:
General Fund
Supplemental Budget Request

Jail

SuppID # 2671  Fund 118  Cost Center 118161  Originator: Wendy Jones

Expenditure Type: One-Time  Year 2 2018  Add’l FTE ☐  Add’l Space ☐  Priority 1

Name of Request: Increase in Psychiatric medications

X  Bu  Ey  11.5.2018

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>Office &amp; Op Supplies</td>
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<td>8301.124</td>
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1a. Description of request:
This Supplemental will provide sufficient funding to pay for medically necessary Psychiatric medication for the balance of 2018.

1b. Primary customers:
Offenders with Mental Illness who are incarcerated at the County Jail and Work Center.

2. Problem to be solved:
This Supplemental is a companion to Supplemental 2670:

During 2018 we have seen a significant spike in medication costs. This is due to a combination of large increases in the costs of generic and brand name medications and a continued increase in the number of offenders who are acutely ill with a SMI (Serious Mental Illness) who have come into custody.

The increase in medication costs is related to price increases from the Pharmaceutical companies not only for new, brand name, medications, but for older, generic medications. A recent government report, detailing an investigation into medication costs, documented price increases of the 10 most popular generic medications that ranged from 420% to 8000%. Overall, the price in prescription drugs have increased 10 times more than the average rate of inflation over the past 5 years. Some companies have discontinued making specific generic medications so that purchasers are forced to buy the brand names at a higher cost. An additional stressor on costs for Psychiatric medications is the growing presence of new injectable medications. These medications work for up to 30 days per injection and for some of our more acutely ill offenders, are the best way of providing the medication. These medications are expensive however. It is not uncommon for these medications to cost between $1200 to $3000 per 30 day shot. Our contract Pharmacy works with us to find the least expensive version of the medications, but they are at the mercy of the pharmaceutical manufacturers. While there have been some price increases over the past several years, the cost increase in 2018 was significantly higher than unexpected.

The other major factor affecting our medication costs has been the mix of offenders in the jail. Like most County Jails, our population of offenders with a SMI is continuing to grow. Along with the number, the seriousness of their illness also continues to intensify. We are also seeing the impact of increased rates of IV use of Heroin and Meth, which frequently worsens the underlying illness.

The combination of the increases in costs and increases in the number of offenders needing the medications has increased our expenditures over the amounts estimated during the 2017-2018 budget cycle. We have increased the amount proposed for the 2019-2020 budget.

3a. Options / Advantages:

Monday, November 05, 2018

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Jail

As outlined in Supplemental 2670, we are legally required to provide medical care, including treatment of Behavioral Health issues, to all offenders who are in custody. The currently appropriated funding for this purpose is insufficient to cover the costs through the end of the year.

3b. Cost savings:

There are no cost savings to this Supplemental.

4a. Outcomes:

There will be sufficient funds to cover medication costs through the end of 2018

4b. Measures:

When the County closes the year end books and the account balances.

5a. Other Departments/Agencies:

This Supplemental may involve an impact on the Health Department. The Behavioral Health Sales tax fund is the current source of funding for Psychiatric Medications. That fund is accessed by the Corrections Bureau via an Fund Transfer and the Anne Deacon with the Health Department will be involved.

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

Please see above.

6. Funding Source:

Behavioral Health Sales Tax Fund

Monday, November 05, 2018

Rpt: Rpt Suppl Regular
WHATCOM COUNTY SHERIFF’S OFFICE
MEMORANDUM

DATE: 11/01/18

TO: Jack Louws, Whatcom County Executive
Council Members, Whatcom County Council

FROM: Sheriff Bill Elfo

RE: Supplemental Budget Request #2670 for Psychiatric Medications for the balance of 2018

Please allow this memo to serve as a request for approval of the accompanying budget supplemental. This request is to provide funding for the purchase of psychiatric medications for the balance of 2018.

As we have been tracking medication costs over 2018, it became evident that the funding we had requested and been allocated for the purchase of medications for the offender population is insufficient for balance of the year.

While we have experienced medication cost increases over the years, the cost increases we are seeing this year are close to 50%, depending on the type of medications, and are reflective of a nationwide movement. This is especially notable with the advent of long-acting injectable medications that are more effective at controlling many of the most out of controlled behaviors and only have to be given once every 30 days. With the increase in number and acuity of Seriously Mentally Ill offenders who were booked and who remained in custody, these factors have combined to negatively impacted this budget item.

Chief Wendy Jones is overseeing this process and will be happy to answer any question you may have. Thank you,
Supplemental Budget Request

Jail

Supp ID # 2670  Fund 118  Cost Center 118160  Originator: Wendy Jones

Expenditure Type: One-Time  Year: 2018  Add'l FTE  Add'l Space  Priority: 1

Name of Request: Increased General Medication costs

Department Head Signature (Required on Hard Copy Submission)

Costs:

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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>6320.001</td>
<td>Office &amp; Op Supplies</td>
<td>$50,000</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>$50,000</td>
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</table>

1a. Description of request:
This supplemental budget request is to provide funding for general medications for the Downtown Jail and Work Center for the balance of 2018.

1b. Primary customers:
Offenders incarcerated at the Whatcom County Jail.

2. Problem to be solved:
In 2018 we have seen a significant spike in medication costs. This is due to a combination of large increases in the costs of generic and brand name medications and a number of very ill offenders who came into custody.

The increase in medication costs is related to price increases from the Pharmaceutical companies not only for new, brand name, medications, but for older, generic medications. A recent government report, detailing an investigation into medication costs, documented price increases of the 10 most popular generic medications that ranged from 420% to 8000%. Overall, the price in prescription drugs have increased 10 time more than the average rate of inflation over the past 5 years. Some companies have discontinued making specific generic medications so that purchasers are forced to buy the brand names at a higher cost. Our contract Pharmacy works with us to find the least expensive version of the medication, but they are at the mercy of the pharmaceutical manufacturers. While there have been some price increases over the past several years, the cost increase in 2018 was significantly higher than expected.

The other major factor affecting our medication costs has been the mix of offenders in the jail. We have seen significant increases in the number of offenders who are entering the jail with untreated infections, chronic medical problems such as diabetes, heart disease, liver failure and HIV. Many of these illnesses have connections to increases in IV drug use we are seeing in our community.

The combination of the increases in costs and increases in the number of offenders needing the medications have pushed our expenditures over the amounts estimated during the 2017-2018 budget cycle. We have increased the amount proposed for the 2019-2020 budget.

3a. Options / Advantages:
Due to Federal and State regulations we are unable to tap into programs available to other providers to pay the costs of medications. At the same time, Federal and State statutes and Federal case law have determined that we are legally responsible to provide health care to offenders who are incarcerated, including medications that are medically necessary. We have worked to monitor costs; however there have been external factors which are beyond our control.
**3b. Cost savings:**

There are no direct cost savings with this Supplemental. It is a potential risk management benefit to the County, as we will be able to continue our Constitutionally mandated level of health care.

**4a. Outcomes:**

There will be sufficient funds to cover medication costs through the end of 2018.

**4b. Measures:**

When the County closes the year end books and the account balances.

**5a. Other Departments/Agencies:**

N/A

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

N/A

**6. Funding Source:**

Jail Sales Tax Fund
WHATCOM COUNTY SHERIFF’S Office
MEMORANDUM

DATE: 11/01/18

TO: Jack Louws, Whatcom County Executive
    Council Members, Whatcom County Council

FROM: Sheriff Bill Elfo

RE: Supplemental Budget Request #2670 for General Medications for the
    balance of 2018

Please allow this memo to serve as a request for approval of the accompanying
budget supplemental. This request is to provide funding for the balance of 2018
for the purchase of non-psychiatric medications.

As we have been tracking medication costs over 2018, it became evident that the
funding we had requested and been allocated for the purchase of medications for
the offender population is insufficient for balance of the year.

While we have experienced medication cost increases over the years, the cost
increases we are seeing this year are close to 50%, depending on the type of
medications, and are reflective of a nationwide movement. This, coupled with
several offenders with very serious health conditions, and who remained in
custody, negatively impacted this budget item.

Chief Wendy Jones is overseeing this process and will be happy to answer any
question you may have. Thank you,
Supplemental Budget Request

Health

Fund 124  Cost Center 124100  Originator: M Caldwell

Year 2 2018  Add'l FTE □  Priority 1

Name of Request: Jail Medication Funding

[Signature]

Department Head Signature (Required on Hard Copy Submission)  Date 11/5/18

<table>
<thead>
<tr>
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<th>Object</th>
<th>Object Description</th>
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<tr>
<td>8351.118</td>
<td>Operating Transfer Out</td>
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Request Total $72,000

1a. Description of request:

Companion supplemental to Jail Supplemental ID #2671 Increase in Psychiatric Medications. Provides funding for additional Jail psychiatric medications as explained in the Jail supplemental. Transfer will be funded by lapse in the Behavior Health Fund from re-allocating a Drug Court Clerk position to the General Fund and lapse caused by a vacancy in the Public Defender's social worker position which is partially funded by Behavioral Health dollars.

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:

Behavioral Health Program Fund
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**TITLE OF DOCUMENT:**
Ordinance amending WCC Chapter 2.78, Solid Waste Advisory Committee

**ATTACHMENTS:**

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</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.)

Ordinance amending WCC Chapter 2.78, Solid Waste Advisory Committee

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

11/20/2018: Introduced 7-0

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

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

INTRODUCTION DATE: __________

ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE (WCC) CHAPTER 2.78,
SOLID WASTE ADVISORY COMMITTEE

WHEREAS, sections of the WCC addressing initial appointment terms are outdated and no longer apply; and

WHEREAS, WCC 2.78 addresses term limits of Solid Waste Advisory Committee members; and

WHEREAS, the County Council, City of Bellingham, and Small Cities have each annually appointed one representative to serve on the Advisory Committee; and

WHEREAS, the term limit code language as written can be interpreted to apply to the annually-appointed elected officials; and

WHEREAS, the County Council’s intent is to allow each jurisdiction to designate their own representative to the Advisory Committee without restricting the number of one-year terms.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 2.78 is amended as shown in Exhibit A.

ADOPTED this ____ day of __________, 20__.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Karen Frakes, Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: ____________________________
EXHIBIT A

Chapter 2.78
SOLID WASTE ADVISORY COMMITTEE

Sections:

2.78.010 Committee - Established.
2.78.020 Committee - Members.
2.78.030 Committee - Advice and recommendation to county executive.
2.78.040 Committee - Duties.
2.78.050 Appointments to committee.
2.78.060 Eligibility to serve on committee.
2.78.070 Filling of vacancies.
2.78.080 Terms of office.
2.78.090 Meetings - Rule promulgation.
2.78.100 Public works department to provide administrative support.
2.78.110 Members not to be compensated.

2.78.010 Committee - Established.
The county solid waste advisory committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials or their appropriately appointed designees to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues. (Ord. 2009-022 Exh. A; Ord. 2002-050; Ord. 93-023; Ord. 91-002 (part); Ord. 85-90 § 1).

2.78.020 Committee - Members.
The county solid waste advisory committee shall be composed of 11 members. Two of the members shall be local elected officials or their appropriately appointed designees, who shall serve for a one-year period, with one representative from the city of Bellingham and one representative from other cities in the county. One member shall be a Whatcom County councilmember. The remaining eight members shall represent a balance of interest from the following sectors: two citizen representatives with no financial ties to other included sectors, two representatives from public interest groups, one business/industry representative, one representative from the waste collection industry, one recycling industry representative, and one solid waste disposal facility representative. No two representatives can be from the same company or public interest group. (Ord. 2009-022 Exh. A; Ord. 2002-050; Ord. 93-023; Ord. 91-002 (part); Ord. 85-90 § 2).

2.78.030 Committee - Advice and recommendation to county executive.
The county solid waste advisory committee shall advise and make recommendation to the county executive and council on matters within their scope and charge. (Ord. 2009-022 Exh. A; Ord. 85-90 § 3).

2.78.040 Committee - Duties.
The scope and charge of the county solid waste advisory committee shall be to:
A. Advise Whatcom County of all aspects of solid waste management planning;
B. Review no less frequently than once annually, the county comprehensive solid waste management plan, and recommend appropriate changes, amendments, or modifications thereof;
C. Assist Whatcom County in the development of programs and policies concerning solid waste management;
D. Review and comment on proposed solid waste management rules and policies, or ordinances prior to their adoption;
E. Review and comment on the proposed solid waste management budget before it is submitted to the solid waste executive committee. (Ord. 2009-022 Exh. A; Ord. 85-90 § 4).

2.78.050 Appointments to committee.
The county executive shall be able to appoint nonvoting ex officio members who shall serve at the executive’s discretion. The county council shall nominate and appoint members to the committee in accordance with its rules of procedure as required by RCW 70.95.165. (Ord. 2009-022 Exh. A; Ord. 2002-050; Ord. 93-023; Ord. 91-002 (part); Ord. 85-90 § 5).

2.78.060 Eligibility to serve on committee.
The term of office of any committee member shall be limited to two consecutive full terms. Reappointment shall be subject to confirmation by council action. If, during the term of office, a public official is defeated in a general election, or for any other reason loses his/her political office, the public officer is no longer eligible to sit on the committee as an elected official and the position shall immediately be vacated by that reason and refilled. (Ord. 2009-022 Exh. A; Ord. 85-90 § 6).

2.78.070 Filling of vacancies.
A vacancy shall be filled for the remainder of the term of the vacant position in the manner described in the initial appointment. (Ord. 2009-022 Exh. A; Ord. 89-90 § 7).

2.78.080 Terms of office.
Four members shall initially serve a term ending December 31, 1987, and the remaining five members shall serve a term ending December 31, 1988, or until their successor is appointed and confirmed as provided in this chapter. Thereafter, all terms shall be for three years. (Ord. 2009-022 Exh. A; Ord. 85-90 § 8).

2.78.090 Meetings – Rule promulgation.
The solid waste advisory committee shall meet as required to carry out the purposes of the committee. The committee shall promulgate rules for the election of officers and the conduct of its business. (Ord. 2009-022 Exh. A; Ord. 85-90 § 9).

2.78.100 Public works department to provide administrative support.
Ongoing administrative support to the committee shall be provided by the county department of public works. (Ord. 2009-022 Exh. A; Ord. 85-90 § 10).

2.78.110 Members not to be compensated.
Members of the committee shall serve without compensation. (Ord. 2009-022 Exh. A; Ord. 85-90 § 11).
<table>
<thead>
<tr>
<th>CLEARANCES</th>
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<th>Date</th>
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<td>Executive:</td>
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<td></td>
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**TITLE OF DOCUMENT:**
Ordinance amending WCC Chapter 2.03, Boards and Commissions

**ATTACHMENTS:**

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

<table>
<thead>
<tr>
<th>Should Clerk schedule a hearing?</th>
<th>Yes</th>
<th>NO</th>
</tr>
</thead>
</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.)

Ordinance amending WCC Chapter 2.03, Boards and Commissions

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
11/20/2018: Introduced 7-0

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

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*
ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE (WCC) CHAPTER 2.03,  
BOARDS AND COMMISSIONS

WHEREAS, membership requirements of Board of Equalization members are  
specified in WCC Chapter 2.21 and RCW 84.48.010, and therefore can be removed from  
WCC Chapter 2.03; and  

WHEREAS, language in WCC 2.03 addresses term limits of various County advisory  
board, commission, and committee members; and  

WHEREAS, many County advisory boards and commissions include members who  
are designated by their own agencies to represent their particular jurisdiction or County  
department; and  

WHEREAS, the term limit language of WCC 2.03 can be interpreted to apply to the  
agency-designated representatives; and  

WHEREAS, the County Council’s intent is to allow jurisdictions to designate their  
own representatives to boards, commissions, or committees without restricting terms.  

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that  
Whatcom County Code Chapter 2.78 is hereby amended as outlined in Exhibit A to this  
ordinance.  

ADOPTED this ____ day of __________, 20____.

ATTEST:  

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON  

__________________________  
Dana Brown-Davis, Clerk of the Council  

__________________________  
Rud Browne, Council Chair  

APPROVED AS TO FORM:  

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON  

__________________________  
Karen Frakes, Civil Deputy Prosecutor  

__________________________  
Jack Louws, County Executive  

( ) Approved  ( ) Denied  

Date Signed: ____________________
EXHIBIT A

Chapter 2.03
BOARDS AND COMMISSIONS

Sections:

2.03.010  Reorganized **General**.
2.03.020  Terms.
2.03.025  Removal.
2.03.030  Limited terms.
2.03.040  Executive’s terms.
2.03.050  Effective date.
2.03.060  Appointment of non-council members to boards, commissions and committees.
2.03.065  Appointment of planning commission members.
2.03.070  Confirmation of executive appointments.
2.03.075  Review of nominees and executive appointees.
2.03.080  Vacancies on citizen boards, committees and commissions.
2.03.090  Qualifications.

2.03.010  Election **General**.
Recodified to WCC 2.02.095 by Ord. 2010-044.

The requirements of this Chapter shall not supersede the requirements specified in the enabling ordinance for any board, commission, or committee.

2.03.020  Terms:

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

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

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

D. Term lengths for those members first appointed to boards, committees and commissions that are newly created or are returning from hiatus with a majority or more of positions vacant shall be staggered so that the terms of future members do not expire on the same date. (Ord. 2016-074 Exh. A; Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003 Attachment E (part); Res. 83-19 (part); Res. 80-13 § 1 (part)).

2.03.025  Removal.

In circumstances where the council has the authority to remove from office a member of a board, committee, or commission prior to the expiration of the board, committee or commission member’s term of office, the council shall make such removal only upon the proper grounds specified in law. In the absence of such guidance in law, the council shall not remove a member from office without having given the member an opportunity to be heard by the council, if so requested. (Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003 Attachment E (part); Res. 83-19 (part); Res. 80-13 § 1 (part)).
2.03.030 Limited terms.
A. A member may be appointed to serve up to two consecutive four-year terms, regardless
of whether that member has served a first partial term of less than four years.

B. No board, commission or committee member shall serve more than two consecutive full
terms; however, after serving two consecutive full terms a citizen may become eligible for
reappointment to a board, commission or committee after a one-year period of separation
from the respective board, commission or committee on which he or she has previously
served.

C. Term limits do not apply to the annual appointment of Whatcom County Councilmembers
to various County and community boards, commissions, or committees, unless specified in
the enabling ordinance.

(Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003
Attachment E (part); Res. 80-13 § 2).

2.03.040 Executive’s terms.
Those positions to which the county council appoints the executive to serve shall be for the
A; Ord. 93-003 Attachment E (part); Res. 80-13 § 3).

2.03.050 Effective date.
The term of office limitations shall apply to all appointments made by the county council
since May 1, 1979. (Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A;
Ord. 93-003 Attachment E (part); Res. 80-13 § 4).

2.03.060 Appointment of non-councilmembers to boards, commissions and
committees.
For appointment by the council of non-councilmembers to those boards, commissions and
committees performing either an administrative or a legislative function, the council shall
publish vacancies on its website and include an application deadline of 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. Councilmembers shall make
nominations from the list of applicants at this same regularly scheduled council meeting.
Nominations for appointment to any position having a residency requirement as to council
district shall be made only by the councilmembers from the district or the councilmember at
large. Appointment of the nominees shall occur by an affirmative roll-call vote by a majority
of the entire council. In the case of only one applicant for a given vacancy, nomination and
appointment by general consent may occur. (Ord. 2014-044 Exh. A; Ord. 2010-045 Exh. A;
Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003 Attachment E (part); Ord. 91-030
(part)).

2.03.065 Appointment of planning commission members.
Councilmembers will follow the procedure set forth in WCC 2.03.060 when making
nominations and appointments to the planning commission. (Ord. 2010-045 Exh. A; Ord.
2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003 Attachment E (part)).

2.03.070 Confirmation of executive appointments.
A. Council confirmation of executive appointments shall be handled in the following manner:
The executive shall present in writing to the council office, no later than seven days before
the council meeting at which action is requested, the names of his appointments, positions
and terms to which they are to be appointed, information on the appointees’ qualifications.
or background, and any other information the executive deems appropriate, except in the case of executive appointments to executive and administrative offices, in which case, this information shall include a job description and a resume. This information shall also be made available upon request to the public.

B. The council shall confirm or reject appointments by the county executive within 30 days of the date the names are submitted to it; failure to act within this time period shall cause the appointees to be deemed confirmed. Confirmation or rejections shall be by an affirmative vote by a majority of the entire council. (Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003 Attachment E (part); Ord. 91-030 (part)).

2.03.075 Review of nominees and executive appointees.
A. Councilmembers will individually be responsible for meeting or contacting individuals nominated to serve on a board, commission, or committee, and individuals whose appointment by the executive is scheduled for confirmation by the council, prior to the council’s consideration of the nomination or request for confirmation.

B. The council chairperson may arrange for the council interview of the nominee or the recommended executive appointee prior to the regularly scheduled council meeting at which appointment or confirmation will be considered.

C. The names of recommended appointees by the executive, and the names of nominees by councilmembers, shall be published on the agenda for the council meeting at which action is to be taken in filling a position or confirming an appointment. (Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A)

2.03.080 Vacancies on citizen boards, committees and commissions.
A. The clerk of the council shall cause to be compiled and published annually a listing of vacancies and anticipated vacancies on all citizen boards, committees and commissions, within the appointive jurisdiction of both the council and the executive.

B. The listing shall state the title and term of office of each position, residency requirements (if any), the appointing authority, and an address and telephone number for obtaining further information or for making applications. The listing shall also include a brief description of the duties of each position and information on when the regular meetings of the body in question are held.

C. The listing shall be posted in conspicuous places in the Courthouse, provided to all county councilmembers, public libraries and city halls in the county, and be made available to the public and news media at no charge.

D. Persons expressing an interest in applying for appointment to a council-appointed position on a board, commission or committee shall be given an application form to complete and file with the clerk, giving his or her name, address, telephone number, occupation and relevant qualifications. The applications shall be kept on file in the clerk’s office.

E. Persons expressing an interest in applying for appointment to an executive-appointed position on a board, commission or committee shall be given an application form to complete and file with the executive’s office, giving his or her name, address, telephone number, occupation and relevant qualifications. The applications shall be kept on file in the executive’s office.
F. In fulfilling the obligations of this section, the clerk shall seek the cooperation of the executive and may accomplish his or her obligations through joint action with the executive’s office. (Ord. 2017-007 Exh. A; Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 91-030 (part)).

2.03.090 Qualifications.
To qualify for appointment by the council and/or executive to fill any vacancy on a board, committee or commission, a person shall be a qualified registered voter resident of the district, agency, or group he or she is appointed to represent on a specific board, committee or commission, meeting all of the qualifications of Section 4.20 of the Whatcom County Charter. Individuals who have declared candidacy (as defined in RCW 42.17A.005(7)) for a paid elected office in any jurisdiction within the county are not eligible for appointment while he or she is a candidate, but shall be eligible for: (A) appointment as the official representative of an entity he or she is currently elected to, or (B) reappointment to additional terms, as allowed by the Whatcom County Code, to the same board or committee he or she was on prior to declaration of candidacy. (Ord. 2017-007 Exh. A; Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 91-030 (part)).
Resolution to approve 2019 recommended convention center funding allocations.

ATTACHMENTS:
A. 2019 Convention Center – Hotel/Motel Tax Fund Allocations

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 authority for County Executive to authorize allocations in the amount of $735,184 from the Lodging Tax Fund for the purposes of tourism related activities as recommended by the Lodging Tax 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.
RESOLUTION NO. ____________________

APPROVING THE 2019 RECOMMENDED CONVENTION CENTER
ALLOCATIONS FOR TOURISM-RELATED FACILITIES AND ACTIVITIES
AS DEFINED THROUGH RCW 67.28.1816

WHEREAS on September 26, 2018, the Whatcom County Lodging Tax
Advisory Committee (LTAC) held a public meeting to review 2019 funding applications
for use of Convention Center Funds; and

WHEREAS, of the twenty seven applications submitted, the LTAC
recommends funding for twenty three eligible applicants in the amount of $700,175 and
further detailed in attachment A; and

WHEREAS, the LTAC further recommends a 5% contingency in the
amount of $35,009 to be used in the event eligible applicants seek funding for tourism
programs later in the year; and

WHEREAS, the 2019 funding recommendations totaling $735,184 were
determined based on the ability to promote and serve tourism activities in Whatcom
County as defined in RCW 67.28; and

WHEREAS, all funding recipients must submit a report to the County
describing the actual number of people traveling for business or pleasure on a trip as well
as describing the results of the event of activity sponsored by the Convention Center
Fund; and

WHEREAS, the 2019 Convention Center Fund revenue is projected at
$750,000 and the 2019 fund balance is projected to be $1,662,778; and
NOW, THEREFORE, BE IT RESOLVED, that the Whatcom County Council hereby authorizes the County Administration to allocate $735,184 from the Lodging Tax Fund for the purposes of tourism related activities as recommended by the Lodging Tax Advisory Committee and detailed in attachment A.

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:

Civil Deputy Prosecutor

10-23-18
## CONVENTION CENTER - HOTEL/MOTEL TAX FUNDS

### REQUESTS FOR FUNDING 2019

<table>
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<tr>
<th>No.</th>
<th>Requesting Agency</th>
<th>2018 Funded</th>
<th>2019 Requested</th>
<th>2019 Committee Recommended</th>
<th>Notes</th>
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<td>Bellingham SeaFeast</td>
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<td>Bellingham/Whatcom County Tourism</td>
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<td>Birch Bay Chamber of Commerce - VIC</td>
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<td>Cascadia International Woman's Film Festival</td>
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<td>$19,000</td>
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<td>Ferndale Chamber of Commerce - Street Festival</td>
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<td><strong>Match City of Ferndale</strong></td>
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<td>Friends of Birch Bay State Park</td>
<td>$6,000</td>
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<td>11</td>
<td>Hovander Homestead Bluegrass Fest</td>
<td>$15,000</td>
<td>$25,000</td>
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<td>12</td>
<td>Int’l Peace Arch Assoc. Hands Across the Border</td>
<td>$2,500</td>
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<td><strong>Pursue Blaine LTAC</strong></td>
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<td>13</td>
<td>Lynden Pioneer Museum- Histories Mysteries</td>
<td>$5,000</td>
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<td>Maple Falls Park Group - Bigfoot Art Festival</td>
<td>$12,250</td>
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<td>15</td>
<td>Mount Baker Bicycle Club - Chuckanut Classic</td>
<td>$5,000</td>
<td>$5,000</td>
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<td>16</td>
<td>Mt. Baker Foothills Chamber/Visitor Center</td>
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<td>17</td>
<td>Pickford Film Center - Doctober Film Festival</td>
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<td>Pt. Robert’s Chamber of Commerce Visitor’s Bureau</td>
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<td>Seattle Youth Symphony Orchestra</td>
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<td>Sustainable Connections/Whatcom Food &amp; Farms</td>
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<td>Whatcom Events - Ski to Sea/TourdewWhatcom/Mt Baker Hill</td>
<td>$30,000</td>
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<td>Whatcom Symphony Orchestra</td>
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<td>Women’s Coaching Summits</td>
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<td>25</td>
<td>Whatcom County Parks - Brochures</td>
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<td>$11,500</td>
<td>$11,500</td>
<td><em>Every other year purchase of parks brochures/maps</em></td>
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<td>26</td>
<td>Whatcom County Glacier Restrooms cc: 14131</td>
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<td>$9,000</td>
<td>$9,000</td>
<td><em>(Executive ongoing commitment already in 2019 budget)</em></td>
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<td>Pollock Pictures - Brewingham: Crafting a Community</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$75,000</td>
<td><strong>Project may be better suited for Econ Dev. or Tourism</strong></td>
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<td>TOTAL FUNDING REQUESTS</td>
<td><strong>$669,500</strong></td>
<td><strong>$946,175</strong></td>
<td><strong>$700,175</strong></td>
<td><strong>Total 2019 Tourism Funding Grants</strong></td>
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<td>5% Contingency</td>
<td><strong>$33,475</strong></td>
<td><strong>$35,009</strong></td>
<td>$35,009</td>
<td><strong>Use if applicants/projects come forward later in the year.</strong></td>
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<td>PROPOSED EXPENDITURE BUDGET</td>
<td><strong>$669,500</strong></td>
<td><strong>$735,184</strong></td>
<td>$749,662</td>
<td><strong>COMMITTEE RECOMMENDATION</strong></td>
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Projected Revenue: $788,964
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
<th>Initial</th>
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<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>12/4/18</td>
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<td>11/27/18</td>
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**TITLE OF DOCUMENT:**

2019 Interlocal Agreement between WCFCZD and Whatcom Conservation District: Pollution Identification and Correction Program Non-Dairy Agricultural Best Management Practices Outreach and Cost-Share

**ATTACHMENTS:**

Memo  
Interlocal 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.)

This interlocal agreement between the Whatcom County Flood Control Zone District and Whatcom Conservation District will enhance and support elements of Whatcom County’s Pollution Identification and Correction (PIC) Program. This agreement will provide community outreach and financial assistance and incentives to landowners and operators with non-dairy agricultural operations in PIC areas.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
        Erika Douglas, Senior Planner

DATE: November 8, 2018

RE: Interlocal Agreement with the Whatcom Conservation District for Pollution Identification and Correction (PIC) Program Non-Dairy Agriculture Outreach and Financial Assistance

Please find enclosed for your review and signature two (2) originals of an interlocal agreement between Whatcom County Flood Control Zone District and the Whatcom Conservation District in the amount of $55,000 to provide community outreach and cost-share to support the Pollution Identification and Correction (PIC) Program.

Requested Action
Public Works respectfully requests that the County Executive, acting for the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, execute the attached interlocal agreement.

Background and Purpose
This interlocal agreement will provide funding to the Whatcom Conservation District to implement community outreach activities and manage the financial assistance and incentives program for landowners and operators with non-dairy agricultural operations in Whatcom County PIC areas.

Funding Amount and Source
This interlocal agreement with the Whatcom Conservation District will provide $55,000 to support the non-dairy agriculture component of the Whatcom County PIC program through a partnership with the Whatcom Conservation District. This agreement will be funded through the 2019 FCZD budget for Public Works- Natural Resources programs.

Please contact Erika Douglas at extension 6294 or Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
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<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Natural Resources- PIC Program (950530)</td>
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<tr>
<td>Contract or Grant Administrator:</td>
<td>Erika Douglas</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Whatcom Conservation District</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  
Yes ☐  No ☑

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

Yes ☐  No ☑  
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:

**Does contract require Council Approval?**  
Yes ☑  No ☐  
If No, include WCC:

**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 ☑

**Contract**  
Cost Center: 815002

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

**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):

$55,000

**This Amendment Amount:**

$0

**Total Amended Amount:**

$55,000

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, 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:** The purpose of this interlocal agreement is to identify the activities that will be conducted by the WCD to provide outreach and financial assistance to landowners/operators with non-dairy agriculture in support of and in coordination with the Whatcom County PIC Program.

**Term of Contract:** 1/1/19-12/31/19  
**Expiration Date:** 12/31/19

<table>
<thead>
<tr>
<th>Contract Routing:</th>
<th>ED</th>
<th>Date: 11/8/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Attorney signoff:</td>
<td>Christopher Quinn</td>
<td>Date: 11/8/18</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>MCaldwell</td>
<td>Date: 11/8/18</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td></td>
<td>Date: 11/15/18</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td></td>
<td>Date: 11/20/18</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

48
2019 INTERLOCAL AGREEMENT

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT- WHATCOM CONSERVATION DISTRICT
Pollution Identification and Correction (PIC) Program
Non- Dairy Agricultural Best Management Practices Outreach and Cost-Share

WHEREAS, Whatcom County Flood Control Zone District, hereinafter referred to as the “County” and the Whatcom Conservation District, hereinafter referred to as the “WCD”, desire to establish an arrangement wherein the County will provide funding to the WCD to provide community outreach and financial assistance programs for the non-dairy agriculture best management practices component of the Whatcom County Pollution Identification and Correction (PIC) program to the mutual advantage of each jurisdiction; and,

WHEREAS, the Drayton Harbor Shellfish Recovery Plan identified a coordinated water quality monitoring program to identify pollution sources and increased capacity for following up on monitoring findings as high priorities; and,

WHEREAS, the Portage Bay Shellfish Recovery Plan identified a Whatcom County PIC program as the highest priority recommendation; and,

WHEREAS, a PIC program is a data-driven program guiding pollution-tracking activities to areas with the greatest water quality problems, followed by technical and financial assistance offered to landowners to implement fixes to improve and protect water quality; and,

WHEREAS, agricultural activities have been identified as one priority source of bacteria in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts and other coastal watersheds; and,

WHEREAS, the WCD provides local expertise and technical assistance to landowners with livestock to support development and implementation of farm plans; and,

WHEREAS, the WCD also administers landowner incentive and cost-share programs including CREP and Washington State Conservation Commission (WSCC) Livestock Cost-share Program for Whatcom County; and

WHEREAS, a more flexible cost-share option is needed to provide financial assistance to landowners with small farms that do not meet the requirements of existing federal and state cost-share programs; and

WHEREAS, the most efficient use of resources is to have the WCD supplement its outreach and cost-share programs consistent with the specific needs of the Whatcom County PIC program as described in Exhibit A to help improve and protect water quality in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts as well as other coastal watersheds; and

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

NOW THEREFORE, the WCD and County agree as follows:
I. **Purpose:** The purpose of this agreement is to set the terms whereby the County will make funds available to the WCD to implement an outreach and cost-share program for landowners/operators with non-dairy agricultural operations in PIC program focus areas as described in Exhibit A attached hereto.

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

III. **Whatcom Conservation District Responsibilities:** The WCD hereby agrees to implement the non-dairy agriculture outreach and cost-share program as described in Exhibit A attached hereto.

IV. **Whatcom County Responsibilities:** The County hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs of providing and performing the services stated.

V. **Payment:** Contractor shall submit itemized invoices in a format approved by the County. Each request for payment shall include invoices which detail work performed and supplies or materials purchased. Each request for reimbursement of payments to landowners will include copies of equipment, supply or vendor receipts and substantiation for equipment and labor hours paid. The County will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.

VI. **Term:** This Agreement shall be effective for services performed from January 1, 2019 through December 31, 2019.

VII. **Responsible Persons:** The persons responsible for administration of this Agreement shall be the Whatcom County Public Works (WCPW) Department Director and the WCD Executive Director or their respective designees.

VIII. **Treatment of Assets and Property:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

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

X. **Modifications:** This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

XI. **Applicable Law:** In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
XII. **Severability:** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

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

XIV. **Recordation:** Upon execution of this Agreement, and prior to its entry into force, Whatcom County shall file a copy of it with the office of its County Auditor or alternatively list it by subject on its web site or other electronically retrievable public source, pursuant to the requirements of RCW 39.34.040.
IN WITNESS WHEREOF, the parties have signed this Agreement this 15th day of November, 2018.

WHATCOM CONSERVATION DISTRICT

By Larry Davis, WCD Chair

Approved as to form:
Office of the WCD Attorney

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By Jack Louws, County Executive

Approved as to form:
Whatcom County Prosecuting Attorney

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this ______ day of __________________, 2018, before me personally appeared Jack Louws, acting on behalf of the Whatcom County Flood Control Zone District Board of Supervisors, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 15th day of November, 2018, before me personally appeared Larry Davis, to me known to be the Chair of the Whatcom Conservation District 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 Lynden, WA
My commission expires: 11/7/21
EXHIBIT A- SCOPE OF WORK
Pollution Identification and Correction (PIC) Program
Non-Dairy Agriculture Best Management Practices Outreach and Cost-Share

PROJECT DESCRIPTION
The purpose of this interlocal agreement is to identify the activities that will be conducted by the WCD to provide outreach and financial assistance to landowners/operators with non-dairy agriculture in support of and in coordination with the Whatcom County PIC Program.

Task 1: Community Outreach ($33,250)
WCD will develop and implement a community outreach program for landowners/operators with non-dairy agricultural operations in Whatcom County PIC focus areas. This will include organizing and hosting non-dairy agriculture workshops/trainings, developing and distributing educational materials (including social media posts), hosting displays or providing presentations at other community events, and developing and implementing other educational campaigns in coordination with WCPW to support the PIC.

Deliverables and Timelines:
- Activities will be tracked through progress reports.
  - Monthly reports will be submitted with invoices and include a list of events, materials, and social media posts.
  - Quarterly reports will include the type and location of outreach events, number of participants, and a description of educational materials, social media posts, and programs developed and coordinated.
- Electronic files of advertisements, educational materials, social media screenshots, and workshop evaluations will be provided.

Task 2: Temporary Fixes and Technical Assistance Incentives ($750)
WCD will provide landowners in PIC areas with emergency temporary fixes for problems identified through site assessments and/or incentives for technical assistance programs.

- WCD will offer assistance and supplies for temporary fixes to problems identified through a site risk assessment that require immediate attention (e.g., animal access to creek, discharge or potential discharge of manure to creek or ditch). Permanent fixes for these problems will be addressed through development and implementation of a farm plan.
- WCD will offer incentives for technical assistance programs such as tarps for covering manure storage or soil tests. Other incentives may be jointly agreed upon by WCD and WCPW.

Deliverables and Timelines:
- Activities will be tracked through progress reports.
  - Monthly summaries of the location, type of pollution sources identified, and type and number of temporary BMPs installed and incentives provided.
  - Quarterly reports will summarize these statistics by watershed/drainage area.

Task 3: Non-Dairy Agricultural Operations Cost-Share ($21,000)

- WCD and WCPW staff will develop an agreed upon list of eligible cost-share projects. Guidance and application documents created for the 2014 non-dairy agriculture cost-share program have been adapted for this program. WCD and WCPW staff will develop an agreed-
upon phased approach for advertising, receiving applications, and selecting priority projects for funding.

- WCD will direct landowners/operators to the most appropriate sources of cost-share funding including funding provided by the County under this agreement, funding provided to the WCD from other sources, and other options through the Whatcom Clean Water program (WCWP).
- WCD staff will assist landowners/operators in completing cost-share applications and provide copies to WCPW for approval of cost-share funding prior to submission to the WCD Director. WCD Director will approve cost-share applications awarded funding by WCPW. No reimbursement will be made where the implementation of BMPs has begun before WCPW and WCD approval. WCD will assist landowners with BMP installation and recordkeeping according to the cost-share program requirements. WCD will receive notification of project completion from landowner/operator and schedule a site visit to verify that BMPs have been installed according to plan specifications. Following the site visit, WCD will approve or deny reimbursement of funds. If reimbursement is denied, the WCD will provide the landowner with information on what is required to improve the BMP to meet specifications needed to sign off as complete and to be approved for reimbursement. The County will reimburse WCD for eligible cost-share expenses as specified in Exhibit B of this Agreement and landowner/operator cost-share agreement contract.

**Deliverables:**

- Progress will be tracked through quarterly reports summarizing the location, type of pollution sources identified, and type and number of BMPs installed. These statistics will be summarized on a quarterly basis by PIC focus area.
- Final cost-share report including approved applications, installed BMPs, date and findings of site visit, and cost-share reimbursement (with background invoices) by December 31, 2019. Requests from the WCD to the County for reimbursement for cost-share on qualified projects must be submitted with all necessary documentation no later than December 17, 2019.
EXHIBIT B- BUDGET
Pollution Identification and Correction (PIC) Program
Non-Dairy Agriculture Best Management Practices Outreach and Cost-Share

As consideration for the services provided pursuant to the Scope of Work, the total budget is not to exceed **$55,000** with additional details provided below. Requests for payment and reimbursement by the County will coincide and be based on the successful completion of services described in Exhibit A.

Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. The County does not reimburse the cost of alcoholic beverages. 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.

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Title</th>
<th>Maximum 2019 composite Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawn Bekeyni</td>
<td>Administration</td>
<td>$46.16/hr</td>
<td></td>
</tr>
<tr>
<td>George Boggs</td>
<td>Manager</td>
<td>$74.68/hr</td>
<td></td>
</tr>
<tr>
<td>Jenny Coe</td>
<td>HIP Coordinator</td>
<td>$51.89/hr</td>
<td></td>
</tr>
<tr>
<td>Andrew Phay</td>
<td>GIS Technician</td>
<td>$54.10/hr</td>
<td></td>
</tr>
<tr>
<td>Chris Clark</td>
<td>Engineer</td>
<td>$81.52/hr</td>
<td></td>
</tr>
<tr>
<td>Aneka Sweeney</td>
<td>Outreach Coordinator</td>
<td>$54.57/hr</td>
<td></td>
</tr>
<tr>
<td>Gabriella Mednick</td>
<td>Outreach Technician</td>
<td>$24.27/hr</td>
<td></td>
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<tr>
<td>Corina Cheever</td>
<td>Farm Plan Coordinator</td>
<td>$42.67/hr</td>
<td></td>
</tr>
<tr>
<td>Katie Pencke</td>
<td>Farm Planner</td>
<td>$39.82/hr</td>
<td></td>
</tr>
<tr>
<td>Frank Corey</td>
<td>Habitat Coordinator</td>
<td>$64.65/hr</td>
<td></td>
</tr>
<tr>
<td>Emily Hirsch</td>
<td>Wetlands Specialist</td>
<td>$53.12/hr</td>
<td></td>
</tr>
<tr>
<td>Wayne Chaudiere</td>
<td>Habitat Technician</td>
<td>$53.31/hr</td>
<td></td>
</tr>
<tr>
<td>Jeff Littlejohn</td>
<td>Outreach Assistant</td>
<td>$20.13/hr</td>
<td></td>
</tr>
<tr>
<td>Nichole Emberton</td>
<td>Science Coordinator</td>
<td>$65.31/hr</td>
<td></td>
</tr>
<tr>
<td>Meg Harris</td>
<td>Data Coordinator</td>
<td>$48.10/hr</td>
<td></td>
</tr>
<tr>
<td>Scarlett Graham</td>
<td>Research Technician</td>
<td>$44.13/hr</td>
<td></td>
</tr>
</tbody>
</table>

| Overhead (25% of salaries/benefits) | $6,250 |
| Total Personnel | $31,250 |
| Supplies/Postage/Rentals | Actual costs | $1,500 |
| Training | Actual costs |       |
| Technical Assistance BMPs | Actual costs | $750 |
| Mileage | Actual costs | $500 |

Cost-Share (see rates below)* application must be approved by WCPW prior to implementation | $21,000 |

Total Not to Exceed | **$55,000** |
Non-Dairy Livestock Cost-Share Reimbursement Description:
Eligible landowners with applications that are approved by the WCD and WCPW will receive the designated percentage cost-share towards a maximum project cost of $4,000 (maximum $3,000 reimbursement). Approved BMPs will be reimbursed through the cost-share program utilizing actual costs and the established rate table. Landowners have the option to do labor themselves. The reimbursable rate for owner/operator services are based upon the established rate sheet (below). Whatcom Conservation District will submit invoices to the County which for each project shall include the landowner cost-share approval form, field inspection sign off / maintenance agreement, landowner reimbursement form (including landowner timesheet), and copies of all receipts.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual labor/operator labor</td>
<td>$22.00/hr</td>
</tr>
<tr>
<td>Equipment only, without operator:</td>
<td></td>
</tr>
<tr>
<td>Small tractor, 20Hp-59Hp</td>
<td>$17.00/hr</td>
</tr>
<tr>
<td>Medium Tractor, 60Hp-99Hp</td>
<td>$28.00/hr</td>
</tr>
<tr>
<td>Large Tractor, 100+Hp</td>
<td>$55.00/hr</td>
</tr>
<tr>
<td>Front end loading</td>
<td>$17.00/hr</td>
</tr>
<tr>
<td>Excavator, Light</td>
<td>$50.00/hr</td>
</tr>
<tr>
<td>Excavator, Med</td>
<td>$88.00/hr</td>
</tr>
<tr>
<td>Excavator, heavy</td>
<td>$132.00/hr</td>
</tr>
<tr>
<td>Chain saw</td>
<td>$11.00/day</td>
</tr>
</tbody>
</table>

Landowners eligible for cost-share assistance through the PIC Non-Dairy Livestock BMP cost-share program can utilize this rate sheet if they choose to do their own labor. Rates will be reimbursed at 75%. Landowner pays 25% of the project costs (labor and materials). An invoice with hours, description of work, and rate must be submitted with cost-share.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>TWH</td>
<td>11/16/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td>CDQ</td>
<td>11/20/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RECEIVED**

**NOV 27 2018**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:**

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and the Port of Bellingham and the City of Bellingham for the purposes of Economic Development.

**ATTACHMENTS:**

Contract Amendment
Memo

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

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

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

Request authority for County Executive to enter into a contract amendment between Whatcom County and the Port of Bellingham and the City of Bellingham for the purposes of Economic Development.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

<table>
<thead>
<tr>
<th>Executive</th>
<th>Non-Departmental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originating Department:</td>
<td>Contract or Grant Administrator:</td>
</tr>
<tr>
<td><strong>Division/Program:</strong> (i.e. Dept. Division and Program)</td>
<td>Tyler Schroeder/Tawni Helms</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Port of Bellingham &amp; City of Bellingham</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td>201803011</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
<td>CFDA#:</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>If yes, grantor agency contract number(s):</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
<td>CFDA#:</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>If yes, Whatcom County grant contract number(s):</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Contract</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
<td>Cost Center: 332219</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>If no, include Attachment D Contractor Declaration form.</td>
</tr>
<tr>
<td>Yes ☒ No ☐</td>
<td></td>
</tr>
<tr>
<td>If YES, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>☐ Professional services agreement for certified/licensed professional.</td>
<td>☐ Contract for Commercial off the shelf items (COTS).</td>
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<td>☐ Contract work is for less than $100,000.</td>
<td>☐ Work related subcontract less than $25,000.</td>
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<td>☒ Interlocal Agreement (between Governments).</td>
<td>☐ Public Works - Local Agency/Federally Funded FHWA.</td>
</tr>
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<td>Contract Amount: (sum of original contract amount and any prior amendments):</td>
<td>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:</td>
</tr>
<tr>
<td>2017: $265,000</td>
<td>1. Exercising an option contained in a contract previously approved by the council.</td>
</tr>
<tr>
<td>2018: $967,550</td>
<td>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</td>
</tr>
<tr>
<td>$ 2019: $974,845</td>
<td>3. Bid or award is for supplies.</td>
</tr>
<tr>
<td>2019: $396,879 (increase)</td>
<td>4. Equipment is included in Exhibit “B” of the Budget Ordinance.</td>
</tr>
<tr>
<td>2020: $1,201,439</td>
<td>5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</td>
</tr>
<tr>
<td>$ 2021: $1,232,045</td>
<td></td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Summary of Scope: Interlocal agreement between Whatcom County, the Port of Bellingham and the City of Bellingham for the purposes of funding countywide economic development through business retention, expansion, recruitment and start-up assistance. This amendment expands the scope to include additional services and extends the agreement by two years.</td>
<td></td>
</tr>
<tr>
<td><strong>Term of Contract:</strong> 5 years</td>
<td><strong>Expiration Date:</strong> December 31, 2021</td>
</tr>
<tr>
<td>Contract Routing:</td>
<td></td>
</tr>
<tr>
<td>1. Prepared by: twh</td>
<td>Date: 11/15/18</td>
</tr>
<tr>
<td>2. Attorney signoff: bahren</td>
<td>Date: 11/20/18</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date:</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date:</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Tawni Helms, Administrative Coordinator through Tyler Schroeder, Deputy Executive
RE: Amendment to the Economic Development Interlocal Agreement
DATE: November 16, 2018

Enclosed are three (3) originals of the Interlocal Agreement Amendment between Whatcom County, the Port of Bellingham and City of Bellingham for your review and signature.

Background and Purpose:
In 2011, the Parties successfully joined their funding resources on a multi-year basis to increase efficiency in coordination of countywide economic development services and fund the Western Washington University Small Business Development Center. In 2017, the Council increased funding to further support economic development programs and personnel through the Port of Bellingham to facilitate the creation, retention and promotion of economic development purposes within the County. The increased funding, through contract amendment #1 to 201803011, allows for more targeted services utilizing the existing collaboration including the implementation of a countywide strategic plan and a vision for economic development for the entire region.

Funding Amount and Source:
Public Utility Improvement Fund via the Economic Development Investment (EDI) Program. The EDI board discussed and had no objections to this increased funding at their November 13th, 2018 meeting.

Contract Amendment:
This AMENDMENT is being accomplished to fully fund the Port of Bellingham’s Economic Development Office by;

- Increasing 2019 funding as outlined in the agreement section 2, Financial Commitments as follows to fully fund the program with 4 Full-Time Employees:
  - Whatcom County $ 63,500
  - Port of Bellingham $133,379
- Extending the agreement by two years, with 3% percent financial increase per year, continuing in full force and effect until December 31, 2021
• Providing an additional $200,000 from the Whatcom County’s Public Utility Fund for special projects identified by the Port of Bellingham for Countywide infrastructure study's that include;
  o Facilitate County wide rural broadband study
  o Facilitate master plan of Cherry Point District
  o Facilitate master plan of residential and industrial infrastructure adjacent to the Interstate 5 corridor.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.
ADDENDUM #1 TO: CITY OF BELLINGHAM CONTRACT# 2018-0217, WHATCOM COUNTY CONTRACT NO. 201803011 AND PORT OF BELLINGHAM CONTRACT NO.03-19-2018 REGARDING THE:

INTERLOCAL COOPERATION AGREEMENT BETWEEN WHATCOM COUNTY, THE CITY OF BELLINGHAM, AND THE PORT OF BELLINGHAM, REGARDING A COORDINATED APPROACH TO FUNDING COUNTY WIDE ECONOMIC DEVELOPMENT AND CONTRACTING WITH WESTERN WASHINGTON UNIVERSITY (WWU) SMALL BUSINESS DEVELOPMENT CENTER (SBDC).

1. SERVICES. Referencing paragraph 3 –

The parties agree that for the purposes of this agreement economic development services include but are not limited to:

a) Business retention
b) Business expansion
c) Assistance to start-up
d) Business recruitment
e) Asset and capacity building to support the above
f) Develop training and technology partnerships
g) Serve as conduit and liaison for Economic Development via the Choose Whatcom Website
h) Create and implement countywide strategic planning and vision for economic development for the entire region
i) Serve on Economic Development Investment Board
j) Develop County wide rural broadband study
k) Develop Cherry Point District Master Plan
l) Develop master plan of residential and industrial infrastructure adjacent to the Interstate 5 corridor.
2. FINANCIAL COMMITMENTS. Referencing Paragraph 5 -
The County, the City and the Port will include an economic development services line item in their respective 2019, 2020 and 2021 budgets. Contingent upon budget approval from each Party, an amount equal to the following contribution levels will be made:

<table>
<thead>
<tr>
<th>Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham*</td>
<td>$86,150</td>
<td>$88,735</td>
<td>$91,397</td>
</tr>
<tr>
<td>ADO Grant**</td>
<td>$96,000</td>
<td>$98,880</td>
<td>$101,846</td>
</tr>
<tr>
<td>Port of Bellingham</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Funded Program - Marine Trade Support</td>
<td>$81,236</td>
<td>$81,236</td>
<td>$81,236</td>
</tr>
<tr>
<td>Port Funded Program - Small Cities Fund</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
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<tr>
<td>General Economic Development*</td>
<td>$297,538</td>
<td>$306,464</td>
<td>$315,658</td>
</tr>
<tr>
<td>Total</td>
<td>$478,774</td>
<td>$487,700</td>
<td>$496,894</td>
</tr>
<tr>
<td>Whatcom County*</td>
<td>$510,800</td>
<td>$526,124</td>
<td>$541,908</td>
</tr>
<tr>
<td>Special Projects ***</td>
<td>$200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$1,371,724</td>
<td>$1,201,439</td>
<td>$1,232,045</td>
</tr>
</tbody>
</table>

*3% annual increase used for 2020 and 2021
**Estimated State Grant amount, Subject to State Legislative Approval
***Special Project Proposal requests for the following year will be made annually in the 4th quarter of the current year. These will be reviewed by the County Executive and Economic Development Investment (EDI) Board. Special Project deliverables will include final reports for each component to be submitted to Whatcom County.

The Port will allocate funding to the following general expense categories in 2019. This funding breakdown will be reevaluated and adjusted as the program grows and matures.

### 2019 Economic Development Budget

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits - 4FTE</td>
<td>$485,550</td>
</tr>
<tr>
<td>Rent</td>
<td>$18,079</td>
</tr>
<tr>
<td>Telephone and Communications</td>
<td>$4,000</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>$1,500</td>
</tr>
<tr>
<td>Office Supply</td>
<td>$3,000</td>
</tr>
<tr>
<td>Postage</td>
<td>$750</td>
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<tr>
<td>Subscriptions</td>
<td>$4,500</td>
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<tr>
<td>Legal</td>
<td>$5,000</td>
</tr>
<tr>
<td>Employee Training</td>
<td>$5,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$5,000</td>
</tr>
<tr>
<td>Memberships and Dues</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Whatcom Council of Governments</td>
<td>$22,000</td>
</tr>
<tr>
<td>Chambers of Commerce (7)</td>
<td>$3,700</td>
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<tr>
<td>Sustainable Connections</td>
<td>$1,200</td>
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<tr>
<td>Whatcom Business Alliance</td>
<td>$1,000</td>
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<tr>
<td>Washington Econ. Dev. Association</td>
<td>$900</td>
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<tr>
<td>International Economic Development Council</td>
<td>$610</td>
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<tr>
<td>Surrey Board of Trade</td>
<td>$830</td>
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<tr>
<td>Canadian Manufactures and Exporters</td>
<td>$625</td>
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<tr>
<td>Clean Tech Alliance</td>
<td>$500</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$31,365</strong></td>
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<table>
<thead>
<tr>
<th>Marketing</th>
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<tbody>
<tr>
<td>Local Event Sponsorship</td>
<td>$40,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$25,000</td>
</tr>
<tr>
<td>Trade Shows</td>
<td>$25,000</td>
</tr>
<tr>
<td>Marine Trades Promotion</td>
<td>$25,000</td>
</tr>
<tr>
<td>ACF Support</td>
<td>$56,236</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$171,236</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outside Services</th>
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</thead>
<tbody>
<tr>
<td>Bellingham Whatcom County Tourism</td>
<td>$9,000</td>
</tr>
<tr>
<td>Whatcom Prospector Real Estate and Demographic Website</td>
<td>$4,244</td>
</tr>
<tr>
<td>Small Cities Economic Development Projects Fund</td>
<td>$100,000</td>
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<tr>
<td>Choose Whatcom Website</td>
<td>$15,000</td>
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<tr>
<td>WWU Small Business Development Center</td>
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<tr>
<td>Research Projects</td>
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<tr>
<td>Technology Alliance Group</td>
<td>$5,000</td>
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<tr>
<td>Marketing Materials</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$436,744</strong></td>
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<table>
<thead>
<tr>
<th>Special Projects - Reviewed Annually</th>
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</thead>
<tbody>
<tr>
<td>County Wide Infrastructure Studies</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

**Total Expenditures** | **$1,371,724**

3. PORT OF BELLINGHAM INVOICES Referencing Paragraph 6 - All PORT OF BELLINGHAM invoices must be consistent with this agreement and approved by Whatcom County and the City of Bellingham. Once approved, Whatcom County and the City of Bellingham will pay the Port within 30 days upon receipt of their individual invoice.

The County shall pay to the Port their respective annual contribution in twelve (12) monthly payments and for each year thereafter in twelve (12) monthly payments.
At year end, the Port will submit a detailed revenue and expenditure report covering the actual costs of services provided to ensure expenses paid to the extent revenues exceeded expenses the following year contributions will be reduced in proportion to the Parties’ contributions.

EXECUTED this ____ day of ____________, 2018 for the CITY OF BELLINGHAM

________________________________________
Kelli Linville
Mayor

Attest: Approved as to form:

________________________________________
Finance Director Office of the City Attorney

EXECUTED this ____ day of ____________, 2018 for WHATCOM COUNTY

Approved as to form:

________________________________________
Jack Louws Sr. Civil Deputy Prosecuting Attorney
County Executive

EXECUTED this ____ day of ____________, 2018 for the PORT OF BELLINGHAM

________________________________________
Rob Fix
Executive Director
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Lee, P.E.</td>
<td>JEL</td>
<td>11-19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Division Head:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Rutan, P.E.</td>
<td>JRK</td>
<td>11-19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept. Head:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Hutchings</td>
<td>#</td>
<td>11/14/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prosecutor:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Quinn</td>
<td>CDO</td>
<td>11/14/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchasing/Budget:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Bennett</td>
<td>bhennet</td>
<td>11/14/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Louws</td>
<td>JFL</td>
<td>11-27-18</td>
</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:

Local Agency Agreement and Project Prospectus for the West Badger Road/Bertrand Creek Bridge No. 50 Replacement Project

### ATTACHMENTS:

1. Cover Memo
2. Contract Information Sheet
3. Local Agency Agreement Supplement No. 1 (2 originals)
4. Revised Local Agency Federal Aid Project Prospectus (2 originals)
5. Project Narrative

### 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.

This Local Agency Agreement Supplement No. 1 and revised Local Agency Federal Aid Project Prospectus between Whatcom County and WSDOT are required to obligate federal funds for construction on the West Badger Road / Bertrand Creek Bridge No. 50 Replacement Project.

### COMMITTEE ACTION:

### COUNCIL ACTION:

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

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

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

Through: Jon Hutchings, Director

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

Date: November 15, 2018

Re: W. Badger Road / Bertrand Creek Bridge No. 50 Replacement Project
   CRP #915024, Fed Aid No. BRS-2037(107)
   Local Agency Agreement Supplement No. 1

Enclosed for your review and signature are two (2) originals each of the Project Prospectus and Local Agency Agreement Supplement No. 1 between the Washington State Department of Transportation (WSDOT) and Whatcom County for the above-referenced project.

Requested Action
Public Works respectfully requests the County Council authorize the County Executive to sign the attached Local Agency Agreement Supplement No. 1 and Project Prospectus to obligate federal construction funding for the W. Badger Road/Bertrand Creek Bridge No. 50 Replacement Project.

Please keep one original of the Project Prospectus for your files and return the other original to my office, as it requires no signatures from WSDOT. Please return both originals of the Local Agency Agreement Supplement to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT.

Background and Purpose
This Local Agency Agreement Supplement No. 1 and Project Prospectus are required to obligate Bridge Replacement Advisory Committee (BRAC) funds for the construction phase of the W. Badger Road/Bertrand Creek Bridge No. 50 Replacement Project. Construction of this project is scheduled for the summer of 2019. This project is listed as Item No. 29 on the 2019 Annual Construction Program.

Funding Amount and Source
This supplement increases the agreement amount by $3,149,851.00 for a new project total of $3,368,689.00. Whatcom County has been awarded federal BRAC funds totaling $1,430,008.00 for this project, with $175,070.00 allotted to the PE phase and $1,254,938.00 allotted to the construction phase. The remaining portion of the total project cost, an estimated maximum of $1,938,681.00, will be covered with local road funds. Sufficient budget authority exists for this supplement.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding the terms of this agreement.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works – Bridge &amp; Hydraulic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>(9059) Construction</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>James Lee, Engineering Manager</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Washington Department of Transportation</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 #: 201510004

**Does contract require Council Approval?** Yes ☒ No ☐ If No, include WCC: (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): LA-8800 CFDA#: 20.205

**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?** Contract Cost Center: CRP 915024

**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):
- $ 218,838.00

**This Amendment Amount:**
- $ 3,149,851.00

**Total Amended Amount:**
- $ 3,368,689.00

Summary of Scope: Whatcom County has been awarded federal Bridge Replacement Advisory Committee (BRAC) funds for the W. Badger Road / Bertrand Creek Bridge No. 50 Replacement Project. A Local Agency Agreement was executed to obligate a portion of those funds for design. A Supplement to that Agreement is required to obligate the remaining funds for construction.

**Term of Contract:** N/A

**Expiration Date:** 12/31/2022

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

Last edited 08/09/18
Local Agency Agreement Supplement

<table>
<thead>
<tr>
<th>Agency</th>
<th>Whatcom County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplement Number</td>
<td>1</td>
</tr>
<tr>
<td>Federal Aid Project Number</td>
<td>BRS-2037(107)</td>
</tr>
<tr>
<td>Agreement Number</td>
<td>LA-8800</td>
</tr>
<tr>
<td>CFDA No.</td>
<td>20.205 (Catalog of Federal Domestic Assistance)</td>
</tr>
</tbody>
</table>

The Local Agency requests to supplement the agreement entered into and executed on 12/1/15. All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

**Project Description**

<table>
<thead>
<tr>
<th>Name</th>
<th>West Badger Rd/Bertrand Creek Bridge No. 50 Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Termini</td>
<td>MP 4.86-4.88</td>
</tr>
<tr>
<td>Description of Work</td>
<td>✓ No Change</td>
</tr>
</tbody>
</table>

**Reason for Supplement**

This supplement will obligate funds necessary for construction of the project.

**Are you claiming indirect cost rate?**

- □ Yes
- ✓ No

**Project Agreement End Date**

12/31/2022

**Does this change require additional Right of Way or Easements?**

- □ Yes
- ✓ No

**Advertisement Date:**

1/16/2019

### Estimate of Funding

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
<th>(4) Estimated Agency Funds</th>
<th>(5) Estimated Federal Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE 80 % a. Agency</td>
<td>33,838.00</td>
<td>33,838.00</td>
<td>6,768.00</td>
<td>27,070.00</td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation Ratio for PE</td>
<td>180,000.00</td>
<td>180,000.00</td>
<td>36,000.00</td>
<td>144,000.00</td>
<td></td>
</tr>
<tr>
<td>d. State</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>1,000.00</td>
<td>4,000.00</td>
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</tr>
<tr>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
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<td>218,838.00</td>
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<tr>
<td>g. Other</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>h. Other</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>i. State</td>
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<td>0.00</td>
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<tr>
<td>j. Total RW Cost Estimate (f+g+h+i)</td>
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<td>0.00</td>
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<tr>
<td>Construction 80 % k. Contract</td>
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<td>302,735.00</td>
<td>1,210,938.00</td>
<td></td>
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<tr>
<td>l. Other Contract - Nonpartic</td>
<td>1,281,178.00</td>
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<td>m. Other Consultant - Nonpartic</td>
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<tr>
<td>n. Other Agency - Nonpartic</td>
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<td>145,000.00</td>
<td>145,000.00</td>
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<tr>
<td>q. Agency</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>6,000.00</td>
<td>24,000.00</td>
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<tr>
<td>p. State</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>5,000.00</td>
<td>20,000.00</td>
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<tr>
<td>q. Total CN Cost Estimate (k+l+m+n+p+q)</td>
<td>3,149,851.00</td>
<td>3,149,851.00</td>
<td>1,894,913.00</td>
<td>1,254,938.00</td>
<td></td>
</tr>
<tr>
<td>r. Total Project Cost Estimate (a+k+q)</td>
<td>218,838.00</td>
<td>3,149,851.00</td>
<td>3,368,689.00</td>
<td>1,938,681.00</td>
<td>1,430,008.00</td>
</tr>
</tbody>
</table>

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

<table>
<thead>
<tr>
<th>By</th>
<th>Title: Jack Louws, Whatcom County Executive</th>
</tr>
</thead>
</table>

**Washington State Department of Transportation**

<table>
<thead>
<tr>
<th>By</th>
<th>Director, Local Program</th>
</tr>
</thead>
</table>

**DOT Form 140-041**

Revised 05/2015

Christopher Quinn
Senior Deputy Prosecuting Attorney – Civil Division

Page 1
VI. Payment and Partial Reimbursement
The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are allocable to the project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts
The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing
The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your project’s Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act
The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who spends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances
Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
Local Agency Federal Aid Project Prospectus

Federal Aid Project Number: BRS-2037(107)  O371
Local Agency Project Number: CRP No. 915024

Agency: Whatcom County
CA Agency: Yes  No
Federal Program Title: 20.205  Other

Project Title: West Badger Rd/Bertrand Creek Bridge No. 50 Replacement
Start Latitude N 48°57'53.23"  Start Longitude W 122°30'30.00"
End Latitude N 48°57'53.23"  End Longitude W 122°30'28.85"

Project Terminis From-To: MP 4.86 to 4.88
Nearest City Name: Lynden
Project Zip Code (+4): 98264-9707

Begin Mile Post: 4.86  End Mile Post: 4.88
Length of Project: 0.20 mi.
Award Type: Local  Local Forces  State  Railroad

Route ID: N/A
Begin Mile Point: N/A  End Mile Point: N/A
City Number: County Number: 37
County Name: Whatcom

WSDOT Region: Northwest Region
Legislative District(s): 42
Congressional District(s): 1
Urban Area Number: 50

Phase | Total Estimated Cost (Nearest Hundred Dollar) | Local Agency Funding (Nearest Hundred Dollar) | Federal Funds (Nearest Hundred Dollar) | Phase Start Date
--- | --- | --- | --- | ---
P.E. | 218,838 | 43,768 | 175,070 | May 2016
R/W | 20,000 | 0 | 0 |
Const. | 3,149,851 | 1,894,913 | 1,254,938 | January 2019
Total | 3,388,689 | 1,958,681 | 1,430,008 |

Description of Existing Facility (Existing Design and Present Condition):
Roadway Width: 36
Number of Lanes: 2

Bridge #50 is a 2-lane, 69-foot long, 3 span reinforced concrete channel beam bridge with concrete abutments, 28 timber piles and 4 timber pile caps. The existing structure has advanced rot in several of the caps. This bridge is deficient, especially for the heavy truck traffic loading it receives. The Pier #3 cap has been crushed and an emergency temporary repair has been completed. This route is a major collector and is a vital haul route. The existing multi-bent channel beam configuration does not meet today’s design standards and does not belong on a Major Rural Collector.

Description of Proposed Work:
Description of Proposed Work (Attach additional sheet(s) if necessary)

Replace existing bridge with new bridge structure

Local Agency Contact Person
Ben Floyd, P.E.

Mailing Address
322 N. Commercial Street, Suite 301

Title
Project Engineer

Phone
(360) 778-6252

City
Bellingham

State
WA

Zip Code
98225

Project Prospectus

By

Title
County Engineer/Assistant Director

Date 11/19/10

Approved Authority

Previous Editions Obsolete
### Type of Proposed Work

<table>
<thead>
<tr>
<th>Project Type (Check all that Apply)</th>
<th>Roadway Width</th>
<th>Number of Lanes</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Construction</td>
<td>40</td>
<td>2</td>
</tr>
<tr>
<td>Path / Trail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reconstruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pedestrian / Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railroad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✗ Bridge</td>
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<td></td>
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### Geometric Design Data

#### Federal Functional Classification

<table>
<thead>
<tr>
<th>Description</th>
<th>Through Route</th>
<th>Crossroad</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Urban</td>
<td>Rural</td>
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<tr>
<td></td>
<td>Flat</td>
<td>Roll</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terrain</th>
<th>Posted Speed</th>
<th>Design Speed</th>
<th>Existing ADT</th>
<th>Design Year ADT</th>
<th>Design Year</th>
<th>Design Hourly Volume (DHV)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat</td>
<td>45</td>
<td>45</td>
<td>2988</td>
<td>3500</td>
<td>2034</td>
<td>525</td>
</tr>
<tr>
<td>Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mountain</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(none)</td>
<td></td>
<td></td>
<td></td>
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</table>

### Performance of Work

<table>
<thead>
<tr>
<th>Preliminary Engineering Will Be Performed By</th>
<th>Others</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Contract</td>
<td>80 %</td>
<td>20 %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction Will Be Performed By</th>
<th>Contract</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract</td>
<td>100 %</td>
<td>%</td>
</tr>
</tbody>
</table>

### Environmental Classification

- ☑ Class II - Categorically Excluded (CE)
- ☑ Projects Requiring Documentation (Documented CE)
- ☐ Class I - Environmental Impact Statement (EIS)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☐ Class III - Environmental Assessment (EA)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

### Environmental Considerations

- Whatcom County Planning and Development Services: SEPA, Land Disturbance, Critical Areas Review, Shorelines.
- Army Corps: NWP/Section 404
- USFWS/NOAA Fisheries: ESA Section 7 compliance
- Department of Fish and Wildlife: HPA
- Department of Ecology: Water Quality Certification/Section 401
- FHWA: ECS
### Right of Way

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Right of Way Needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>All construction required by the contract can be accomplished within the exiting right of way.</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Right of Way Needed</td>
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<td></td>
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<tr>
<td>No Relocation</td>
<td></td>
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</tr>
<tr>
<td>Relocation Required</td>
<td></td>
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</table>

### Utilities

<table>
<thead>
<tr>
<th>Description</th>
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<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>No utility work required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>All utility work will be completed prior to the start of the construction contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>All utility work will be completed in coordination with the construction contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Railroad

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>No railroad work required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>All railroad work will be completed prior to the start of the construction contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>All the railroad work will be completed in coordination with the construction contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Temporary and permanent relocation/adjustments of existing power, communications, and water main facilities. No relocation of major structures anticipated.

---

### FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is any airport located within 3.2 kilometers (2 miles) of the proposed project?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

**Agency**  
Whatcom County

**Date**

**By**  
Jack Louws, Whatcom County Executive

**Approved as to form:**  
Christopher Quinn  
Senior Deputy Prosecuting Attorney – Civil Division

Previous Editions Obsolete
WHATCOM COUNTY COUNCIL AGENDA BILL  

CLEARANCES  Initial  Date  Date Received in Council Office  Agenda Date  Assigned to:
Originator:  JT  10/22/18  
Division Head:  
Dept. Head:  
Prosecutor:  11/14/18  
Purchasing/Budget:  11/19/18  
Executive:  11/27/18  

TITLE OF DOCUMENT:
Contract Amendment #2 between Whatcom County and Stericycle Environmental Solutions

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

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

REQUESTED DATE:

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

The purpose of this amendment is to extend the agreement for an additional three-year period. The amendment includes a 4% cost increase over the last three-year period to keep in line with increases to the consumer-price index (CPI).

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: Stericycle Environmental Solutions Contract Amendment #2

DATE: November 7, 2018

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

- **Background and Purpose**

  The Whatcom County Hazardous Waste Management Plan calls for hazardous waste education, the collection of moderate-risk waste at a collection and storage facility, and transportation of the collected waste materials to a treatment and/or disposal facility. The purpose of this amendment is to extend the terms of this contract for an additional 3-year period, as allowed by Section 10.2 of the original contract.

- **Funding Amount and Source**

  The operation of this facility is funded by the Department of Ecology Coordinated Prevention Grant and the Solid Waste Fund. This amendment includes a 4% cost increase to $374,920 per year or $1,124,760 for the three year extended contract term. Council approval is required as funding will exceed 10% of the approved 3-year contract total.

Please contact Jeff Hegedu at extension #6044 if you have any questions regarding this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>85 Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>8540 Environmental Health/854085 Solid Waste Enforcement</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Jeff Hegedus</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Stericycle Environmental Solutions</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 ☒

**Does contract require Council Approval?**
- Yes ☐ No ☒
- If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201211014

**Already approved?**
- Council Approved Date: 12/04/12
- (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): 201805005

**Is this the result of a RFP or Bid process?**
- Yes ☒ No ☐
- If yes, RFP and Bid number(s): Contract
- Cost Center: 140202, 140204

**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):
  - $2,131,500

**This Amendment Amount:**
- $1,124,760

**Total Amended Amount:**
- $3,256,260

**Summary of Scope:** This contract provides funds for the operation of the Moderate Risk Waste Facility (Disposal of Toxics), maintenance of the three used motor oil and antifreeze stations, and one to two off-site collection events per year.

**Term of Contract:** 3 years

**Expiration Date:** 12/31/2021

**Contract Routing:**
1. Prepared by: JT
2. Attorney signoff: Date: 11/19/18
3. AS Finance reviewed: Date: 11/19/18
4. IT reviewed (if IT related):
5. Contractor signed: Date: 10/31/18
6. Submitted to Exec.: Date: 11/26/18
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201211014

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

AND CONTRACTOR:
Stericycle Environmental Solutions
5151 San Felipe #1000
Houston, TX 77056

AMENDMENT NUMBER: 2

CONTRACT PERIODS:
Original: 01/01/2013 – 12/31/2015
Amendment #1: 01/01/2016 – 12/31/2018
Amendment #2: 01/01/2019 – 12/31/2021

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 3 years, as per the original contract. "General Terms, Section 10.2, Extension".

2. Amend Exhibit A to add a “Non-Specified Container Conversion” table; revised Exhibit A is attached.

3. Amend Exhibit B to reflect a 4% increase in costs for performing this work since the previous contract amendment in 2016.

4. Funding for this contract period (01/01/2019 – 12/31/2021) is not to exceed $1,124,760.

5. Funding for the total contract period (01/01/2013 – 12/31/2021) is not to exceed $3,256,260.

6. All other terms and conditions remain unchanged.

7. The effective start date of the extension is 01/01/2019.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

approval as to program:  
John Wolpers, Environmental Health Manager  
Date  11/2/18

department head approval:  
Regina A. Delahunt, Health Department Director  
Date  11/3/18

approval as to form:  
Royce Buckingham, Civil Deputy Prosecuting Attorney  
Date  11/4/18

FOR THE CONTRACTOR:

Contractor Signature:  
Melinda Rath, VP of Sales  
Date  10/31/2018

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this 31st day of October, 2018, before me personally appeared

Melinda Rath, to me known to be the VP of Sales 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, Texas
Residing at 5151 San Felipe, Ste 1000, Houston, TX 77056

My Commission expires: 12/10/2021

FOR WHATCOM COUNTY:

Jack Louws, County Executive  
Date

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: ______________________
EXHIBIT "A" Amendment #2
(SCOPE OF WORK)
OPERATION OF THE DISPOSAL OF TOXICS FACILITY

TASK A.

Contractor shall operate the Disposal of Toxics facility ("the facility") for the collection, storage, and disposal of moderate risk waste which includes household hazardous waste and small quantity generator (SQG) waste as well as universal waste. The waste will be collected, sorted, and packed for proper reuse, recycling, or disposal. Contractor will be responsible for disposal. The facility will be operated on a scheduled basis and be also available to service commercial SQGs of moderate risk waste on a user fee basis. Contractor will be responsible for setting up a billing system to collect user fees from commercial SQGs. It is understood that there will be no cash transactions between facility employees and SQG customers. Operation will be in accordance with approved plan of operation by the Whatcom County Health Department. Reusable items including oil, oil-based paint, latex paint, and other household materials will be made available to the public for reuse. Contractor will be responsible for all disposal costs.

Contractor will be responsible for all equipment used to operate the facility, including computer and phone systems, a forklift and truck, other necessary equipment and all utilities including phone, cable/internet services associated with the site. The Contractor will also be responsible for cleaning and waxing office floor, restroom and hazardous waste portion of facility, and all necessary supplies. Contractor will also provide all necessary, miscellaneous, disposable items such as office materials and safety equipment and supplies. Contractor will also be responsible for all required annual maintenance applications such as fire-suppression system certification, backflow prevention service check and maintenance and commercial scale certification. All existing County property, including phone system and paint can crusher remains the responsibility of Whatcom County.

Whatcom County will be responsible for property taxes and major repairs of County-owned equipment such as the paint-can crusher, as well as landscaping, keeping gutters debris free and other routine maintenance of the grounds. Whatcom County will also be responsible for upgrades to the facility structure including those required by WAC 173-350-360.

TASK B.

Contractor shall be responsible for maintenance, service, transportation and disposal of used oil and antifreeze from these three satellite locations:

1. Cedarville Transfer Station
2. Birch Bay Transfer Station
3. Nooksack Valley Disposal

Contractor will also be responsible for receiving used oil from the Pt. Roberts Transfer Station to the Disposal of Toxics Facility. Transportation will be provided by a third party hauler. Contractor will be responsible for recycling or disposal of used oil.

TASK C.

At the discretion of the County, Contractor shall hold up to two off-site collection events at various locations throughout Whatcom County.
**TASK D.**

Contractor shall provide quarterly performance reports with the following information:

1. Total number of household hazardous waste and small quantity generator waste customer vehicles using the facility.

2. Total summary of household hazardous waste and small quantity generator moderate risk waste volumes received at the facility per major waste category, as required by the Washington State Department of Ecology.

3. Total volume of used motor oil and antifreeze received at each collection station.

4. Total amount of material diverted for reuse through the "swap shop" located at the fixed facility.

5. Total number of participants at off-site collection events

Reports shall be due within 30 days following the end of the quarter being reported. Payment may be withheld if performance reports are not submitted.

**TASK E.**

Contractor shall produce the Department of Ecology Moderate Risk Waste annual report by April 1st, following the end of the year being reported. Payment may be withheld if year-end report is not submitted.

---

### Non-Specified Container Conversions

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<tr>
<th>Container Size</th>
<th>Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 gallon</td>
<td>36%</td>
</tr>
<tr>
<td>6.15 gallon</td>
<td>50%</td>
</tr>
<tr>
<td>16-30 gallon</td>
<td>75%</td>
</tr>
<tr>
<td>31-55 gallon</td>
<td>1x</td>
</tr>
<tr>
<td>85 gallon</td>
<td>1.5x</td>
</tr>
<tr>
<td>Cubic Yard Boxes</td>
<td>4x</td>
</tr>
<tr>
<td>260-275 gallon totes</td>
<td>5x</td>
</tr>
<tr>
<td>330/350 gallon totes</td>
<td>6x</td>
</tr>
</tbody>
</table>

### Conversion Table Notes

- These conversions apply to all disposal and transportation items procured, processed, or used unless quoted separately.
- Numbers are expressed as a factor of a 55 gallon drum (e.g. 55 gallon price x .35% = cost price).
- The greater of the conversion factor or disposal container minimum of $40 will be applied unless quoted a different rate.
- Some waste may have a different typically lower minimum which is reflected in the Non-Standard Minimum table below.
- Smaller container sizes can be converted to larger containers using the following steps: 1) Divide the smaller container price by its conversion factor for the 55 gallon price, e.g. 5 gallon price ÷ .35% = 55 gallon price; 2) Use the normal conversion on the 55 gallon drum price to convert to other container sizes.
<table>
<thead>
<tr>
<th>Waste Stream</th>
<th>Packing</th>
<th>Disposal</th>
<th>Profile</th>
<th>CY Box</th>
<th>65G - Drum</th>
<th>5G - Drum</th>
<th>Other</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acids/Bases</td>
<td>Lab</td>
<td>Treat</td>
<td>SE000850</td>
<td>$203.53</td>
<td>$58.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bases</td>
<td>Bulk</td>
<td>Treat</td>
<td>SE000870</td>
<td>$208.88</td>
<td>$58.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerosol Paint</td>
<td>loose</td>
<td>Energy Rec.</td>
<td>SE000210</td>
<td>$653.43</td>
<td>$187.46</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerosol-Pesticides</td>
<td>loose</td>
<td>Incin</td>
<td>SE000240</td>
<td>$241.02</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alkaline/Orv Cell Batteries</td>
<td>loose</td>
<td>Landfill</td>
<td>SE000825</td>
<td>$133.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Antifreeze</td>
<td>bulk</td>
<td>Recycle</td>
<td>SE000110</td>
<td></td>
<td></td>
<td>cost +15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Antifreeze - off spec/contaminate</td>
<td>bulk</td>
<td>Energy Rec.</td>
<td>SE000320</td>
<td>$112.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Oil - contaminated with solvents</td>
<td>bulk</td>
<td>Energy Rec.</td>
<td>SE000320</td>
<td>$112.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flammable Solids</td>
<td>Lab</td>
<td>Incin</td>
<td>SE000410</td>
<td>$674.88</td>
<td>$241.02</td>
<td>$94.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fluorescent Tubes</td>
<td>Loose</td>
<td>Recycle</td>
<td>SE000098</td>
<td></td>
<td></td>
<td>cost +15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Latex - box</td>
<td>loose</td>
<td>Landfill</td>
<td>SE000102</td>
<td>$267.80</td>
<td></td>
<td>27 cu ft box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Latex</td>
<td>bulk</td>
<td>Landfill</td>
<td>SE000170</td>
<td>$139.26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Acid Batteries</td>
<td>pallet</td>
<td>Recycle</td>
<td>SE000810</td>
<td></td>
<td></td>
<td>no charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Regulated Solids</td>
<td>loose</td>
<td>Landfill</td>
<td>SE000101</td>
<td>$133.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metallic Mercury Waste</td>
<td>Lab</td>
<td>Recycle</td>
<td>SE000852</td>
<td></td>
<td></td>
<td>gross wt. of container</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercury Contaminated Waste</td>
<td>Lab</td>
<td>Recycle</td>
<td>SE000853</td>
<td>$936.00</td>
<td>$208.88</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ni-Cd batteries (wet)</td>
<td>loose</td>
<td>Recycle</td>
<td>SE000830</td>
<td></td>
<td></td>
<td>$1.14/lb</td>
<td>gross wt. of container</td>
<td></td>
</tr>
<tr>
<td>Oil Based Paint and Related Products</td>
<td>loose</td>
<td>Energy Rec.</td>
<td>SE000350</td>
<td>$455.26</td>
<td>$144.61</td>
<td>27 cu ft box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Based Paint and Related Products</td>
<td>bulk</td>
<td>Energy Rec.</td>
<td>SE000340</td>
<td>$149.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Filters</td>
<td>loose</td>
<td>Recycle</td>
<td>SE000195</td>
<td>$128.54</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil and Water</td>
<td>Bulk</td>
<td>Treatment</td>
<td>SE000109</td>
<td></td>
<td></td>
<td>cost +15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organic Peroxides</td>
<td>Lab</td>
<td>Incin</td>
<td>SE000530</td>
<td>$246.38</td>
<td>$80.34</td>
<td>$180.25 /10g-dm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oxidizers</td>
<td>Lab</td>
<td>Treat/Incin</td>
<td>SE000520</td>
<td>$246.38</td>
<td>$80.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCB Ballasts (&lt;91bs. Non- leaking)</td>
<td>loose</td>
<td>Landfill</td>
<td>SE000130</td>
<td>$166.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCB Ballasts (&gt;91bs. Leaking)</td>
<td>loose</td>
<td>Incin</td>
<td>SE000920</td>
<td>$803.40</td>
<td>$80.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCB Liquids</td>
<td>bulk</td>
<td>Incin</td>
<td>SE000930</td>
<td>$546.31</td>
<td>$69.63</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pesticide Liquids</td>
<td>Lab</td>
<td>Incin</td>
<td>SE000610</td>
<td>$208.88</td>
<td>$64.27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pesticide Solids</td>
<td>loose</td>
<td>Incin</td>
<td>SE000610</td>
<td>$674.88</td>
<td>$208.88</td>
<td>$64.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pesticide Solutions</td>
<td>bulk</td>
<td>Incin</td>
<td>SE000615</td>
<td>$248.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WA DW Pharmaceuticals</td>
<td>Bulk</td>
<td>Incin</td>
<td>WATCOM-PHARMA-02</td>
<td></td>
<td>$83.20</td>
<td>$80.34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photographic Fixer</td>
<td>bulk</td>
<td>Recycle</td>
<td>SE000890</td>
<td>$246.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Span. Combust/Reactives</td>
<td>Lab</td>
<td>Incin/Treat</td>
<td>SE000430</td>
<td>$294.58</td>
<td>$91.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solvents and flammable liquids</td>
<td>bulk</td>
<td>Energy Rec.</td>
<td>SE000320</td>
<td>$112.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Transportation | Cost | Regular material Pick-up | N/C | 28/40” Box van requires |
### Labor Assistance

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate - Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Staff Supervisor</td>
<td>$45.53</td>
</tr>
<tr>
<td>Facility Support Staff</td>
<td>$40.71</td>
</tr>
<tr>
<td>PSC Renton Staff Support Labor</td>
<td>$40.71</td>
</tr>
<tr>
<td>PSC Renton, WA Staff Travel</td>
<td>$27.85</td>
</tr>
</tbody>
</table>

1. Drum Supplies delivered only in conjunction with waste pick-up
2. Labor costs based on three dedicated toxic facility employees, full-time. Overtime will be invoiced at 1.5 times regular rate.
3. $114 surcharge for 85 Gallon Overpack drums - cost of drum and handling fee in Kent.
4. 30G drums at 75% of 55G rate

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
<th>Recycle Code</th>
<th>Rate - lb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alkaline Batteries</td>
<td>bulk</td>
<td>Recycle</td>
<td>$1.07/lb</td>
</tr>
<tr>
<td>Lithium Batteries (non-recycle)</td>
<td>bulk</td>
<td>Inclin</td>
<td>$6.97/lb</td>
</tr>
<tr>
<td>Liquids/Sludges - Haz</td>
<td>bulk</td>
<td>Stab</td>
<td>$192.82</td>
</tr>
<tr>
<td>Liquids/Sludges - non Haz</td>
<td>bulk</td>
<td>Stab</td>
<td>$156.32</td>
</tr>
</tbody>
</table>

### Whatcom County Facility Costs

<table>
<thead>
<tr>
<th>Program Support Services</th>
<th>Billing Cycle</th>
<th>Rate</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misc Disposable Supplies – Office paper, haz</td>
<td>Monthly</td>
<td>$0</td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>waste reference materials, postage, envelopes,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>fax/printer cartridges, can crush maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(not repair), disposable PPE including Tyvek,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>respirator cartridges, gloves (nitrile, labpack,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>chemical, cold weather): testing equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(chlor-d-lect, pH, Oxidizer, Organic Peroxide)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spill Supplies, Absorbent Pads, Paint processing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>disposables, tarps, tape, aerosol puncturing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>machine maintenance, drum dollyes, drum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>grabbers</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Computers – (see utilities below)               | Monthly       | $0       | $0                        |

| Forklift – On-site forklift for operations     | Monthly       | $755.20  | $9,062.35                |
| including maintenance, repairs and fuel       |

| Liftgate Truck – Truck with liftgate to service | Monthly       | $937.30  | $8,435.70                |
| remote collection sites, includes service,     |
| insurance and fuel                             |

| Mileage (invoiced at Federal mileage rate for  |
| vehicle type – fluctuates)                    | Per mile      | Variable |
| Utilities – including water, sewer, electric,  | Cost + 15%    |
| trash (cost + administrative fee)             |

| Additional Disposal Items:                    | Rate          | Rate + 15%|
| Antifreeze recycling                          |               |           |
| Oil and Water mixture                         |               |           |
| Light tube recycling                          |               |           |

**NOTES:** This total is a not-to-exceed amount on an annual basis. Monthly invoices shall reflect actual costs of time, materials, and disposal based upon unit prices shown in this exhibit. However, the total of $360,500 annually shall not be exceeded unless and until a change order for the excess amount is issued by the County, subject to the discretion of the County.
### TITLE OF DOCUMENT: Bellingham Whatcom County Tourism

### ATTACHMENTS:
1. Contract
2. Memo

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

Executive Louws requests your consideration and approval of the 2019 contract for services between Whatcom County and Bellingham Whatcom County Tourism in support of operations as recommended by the Lodging Tax 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.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Bellingham Whatcom County Tourism
DATE: November 2, 2018

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Bellingham Whatcom County Tourism for your review and signature.

- **Background and Purpose**
  Contractor has received Convention Center funding for the purposes of marketing and operations for Bellingham Whatcom County Tourism.

- **Funding Amount and Source**
  Funding in the amount of $290,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and presented to the Whatcom County Council for approval on November 20, 2018.

- **Differences from Previous Contract**
  No changes from the previous contract.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Contractor’s / Agency Name:** Bellingham Whatcom County Tourism

**Executive Office**

**Contract or Grant Administrator:** Tawni Helms

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes</td>
<td>No</td>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes</td>
<td>No</td>
<td>If yes, grantor agency contract number(s): CFDA#:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes</td>
<td>No</td>
<td>If yes, Whatcom County grant contract number(s):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this the result of a RFP or Bid process?</td>
<td>Yes</td>
<td>No</td>
<td>If yes, RFP and Bid number(s): Contract Cost Center: 141</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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): | $ 290,000 |
| This Amendment Amount: | $  |
| Total Amended Amount: | $  |

**Summary of Scope:** Contractor has received Convention Center funding for the purposes of tourism marketing and operations.

| Term of Contract: | January 1, 2019 |
| Expiration Date: | December 31, 2019 |

**Contract Routing:**

1. Prepared by: T. Helms Date: 11.02.18
2. Attorney signoff: C  11/8/18
3. AS Finance reviewed: Date:
4. IT reviewed (if IT related): Date:
5. Contractor signed: Date: 11-14-18
6. Submitted to Exec.: Date:
7. Council approved (if necessary): Date:
8. Executive signed: Date:
9. Original to Council: Date:

---

V2.0
CONTRACT FOR SERVICES
Bellingham Whatcom County Tourism

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

General Conditions, pp. 3 to 7,
Exhibit A (Scope of Work), p. 8,
Exhibit B (Compensation), p. 9,
Exhibit C (Certificate of insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to support Bellingham Whatcom County Tourism marketing and operations costs associated with tourism efforts, 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 $290,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

Bellingham Whatcom County Tourism

Sandy L. Ward
Sandy Ward, President

STATE OF WASHINGTON

COUNTY OF Whatcom

On this 21 day of Nov., 20__, before me personally appeared Sandy Ward, to me known to be the President of Bellingham Whatcom County Tourism and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

SANDY JO KORTHUIS
NOTARY PUBLIC in and for the State of Washington, residing at
WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ______________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

BELLINGHAM WHATCOM COUNTY TOURISM

Sandy Ward, President

Address:
904 Potter Street
Bellingham, WA 98229

Mailing Address:
same

Contact Name: Sandy Ward
Contact Phone: 360-671-3990
Contact FAX: N/A
Contact Email: Sandy@bellingham.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: 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 the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality: Not Applicable

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury - $1,000,000.00 per occurrence.

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

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

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

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.
35.1 **Non-Discrimination in Employment:**
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

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

36.1 **Waiver of Noncompetition:** Not Applicable

36.2 **Conflict of Interest:** Not Applicable

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive’s Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 **Notice:**
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

Contract for Services
Bellingham Whatcom County Tourism

V2.0

Page 7

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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.
The Bellingham Whatcom County Tourism will use tourism promotion funds to:
Funding provided by Whatcom County is used to provide year-round services to promote tourism in Whatcom County and
support other projects that promote countywide tourism.

Projects include:
- Cultural Heritage Tourism Strategic Plan
- Purchase AirDNA Reports for Bellingham and Whatcom County (provides occupancy rates and revenue data comparable to the STR report used to track hotels in Whatcom County)
- Develop Product or Receptive Tour Operators and Join Adventure Travel Association
- Develop New Responsive Website, Invest in SEO, Add Pinterest
- Work with Port of Bellingham to Attract American Cruise Lines

This includes staffing and operating information centers that serve and/or interact with more than one million existing and
potential visitors each year, referrals to local agencies and businesses plus the publication and distribution of community
information in an effort to promote tourism. Maximum consideration for this agreement is $290,000.

Allowable expenses under RCW 67.28.210, tourism promotion includes daily tourism operations:
- Rent
- Utilities
- Salaries
- Payroll taxes
- Health insurance
- Telephone service
- Printing of promotional materials
- Postage costs

Facilities will be open to the public seven days a week, 9:00 a.m. to 5:00 p.m. (except holidays). Advertising, promotional
brochures and marketing of special events and festivals designed to attract visitors and encourage tourist expansion.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion
Grant from Whatcom County. The scale of this credit should be commensurate with the County’s level of financial support. It
should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a
minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Festival shall submit a final project report (the "Final Project Report")
detailing:
- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year’s activities and major accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future
funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the
destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or
sponsored by a nonprofit organization or local jurisdiction.
EXHIBIT "B"
(COMPENSATION)

Maximum consideration for this contract shall be $290,000. The Contract Number shall be included on all billings or correspondence.

Allowable Expenses include:

GENERAL LEDGER DETAIL:
Salaries
Payroll taxes
Health insurance

RECEIPTS:
Rent
Utilities
Telephone service
Printing of promotional materials
Postage costs

Bellingham Whatcom County Tourism will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Bellingham Whatcom County Tourism will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.
Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date: 05/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONveys NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE 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 coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>451 Diamond Drive</td>
<td>AUTOMOBILE LIABILITY</td>
</tr>
<tr>
<td>Ephrata, WA 98823</td>
<td>American Alternative Insurance Corporation, et al.</td>
</tr>
<tr>
<td>INSURED</td>
<td>PROPERTY</td>
</tr>
<tr>
<td>DBA Bellingham Whatcom County Tourism</td>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
</tr>
<tr>
<td>904 Potter Street</td>
<td>Princeton Excess and Surplus Lines Insurance Company</td>
</tr>
<tr>
<td>Bellingham, WA 98229</td>
<td></td>
</tr>
</tbody>
</table>

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the coverage period indicated, not withstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>GENERAL LIABILITY</td>
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<td>06/01/2020</td>
<td>PER OCCURRENCE</td>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
<td>PER MEMBER AGGREGATE</td>
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<td>OCCURRENCE FORM</td>
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<td>PRODUCT-COMPIP</td>
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<td>INCLUDES STOP GAP</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$5,000,000</td>
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<tr>
<td>(LIABILITY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS)</td>
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<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$50,000,000</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
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<td>06/01/2018</td>
<td>06/01/2020</td>
<td>COMBINED SINGLE LIMIT</td>
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<tr>
<td>ANY AUTO</td>
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<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td>(LIABILITY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS)</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY</td>
<td>N1-A2-RL-0000013-09</td>
<td>06/01/2018</td>
<td>06/01/2020</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL</td>
<td>$75,000,000</td>
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| (PROPERTY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | |/>
| EARTHQUAKE PER OCC           |                 |                 |                 | EXCLUDED                                        | NONE       |
| FLOOD PER OCC                |                 |                 |                 | EXCLUDED                                        | NONE       |
| ANNUAL POOL AGGREGATE        |                 |                 |                 | EXCLUDED                                        | NONE       |
| MISCELLANEOUS PROFESSIONAL LIABILITY | N1-A3-RL-0000060-09 | 06/01/2018      | 06/01/2020      | PER CLAIM                                      | EXCLUDED   |
| (LIABILITY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| ANNUAL POOL AGGREGATE        |                 |                 |                 | $40,000,000                                     | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding contracted services provided. Whatcom County is named as Additional Insured regarding these contracted services only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. Waiver of Subrogation is attached. NIP retained limit is primary and non-contributory.

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.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Executive's Office</td>
<td>Montgomery</td>
</tr>
<tr>
<td>Whatcom County</td>
<td></td>
</tr>
<tr>
<td>311 Grand Avenue, Suite 108</td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td></td>
</tr>
</tbody>
</table>

3385771
ATTACHMENT D
Whatcom County Contractor’s E-Verify Declaration Form

I. CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

II. E-VERIFY ENROLLMENT (check box and submit copy of MOU for verification)
Contractors with funded contracts of $100,000 or more must be enrolled in E-Verify system. Work related subcontract is $25,000 or higher. www.uscis.gov/e-verify

☐ Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

__________________________  __________________________
Signature                  Name

__________________________  __________________________
Date                       Title

Contract for Services
Bellingham Whatcom County Tourism
EXHIBIT 'E'  
(Sample Survey)

Sample Survey Questions for Attendees/Participants of Attractions, Festivals and Events

1. What is your zip code?

2. How did you hear about this event? (i.e. newspaper, radio, internet, magazine, word of mouth, other)

3. How many nights away from home, if any, are you spending in Whatcom County?

4. Will you stay overnight? If so, where?
   ____ Hotel or motel
   ____ Campground
   ____ Friend/Relative
   ____ Not staying overnight

5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
   ____ $0-$25
   ____ $25-$50
   ____ $50-$100
   ____ $100-$200
   ____ $200 or over

Sample Survey Plan:

Your Survey Plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use obtain relevant data regarding your event participants.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tr>
<td>Originator:</td>
<td>Twh</td>
<td>11/02/18</td>
<td></td>
<td>12/04/18</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td>CDQ</td>
<td>11/6/18</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>88</td>
<td>11/6/18</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>WMS</td>
<td>11/27/18</td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Whatcom Events – Ski to Sea Contract

**ATTACHMENTS:**
1. Contract
2. Memo

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

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

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

Requested Date:

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

Executive Louws requests your consideration and approval of the 2019 contract for services agreement between Whatcom County and Whatcom Events in support of marketing and promotion of the Ski to Sea, Tour de Whatcom and Mt. Baker Hill Climb Races as recommended by the Lodging Tax Advisory Committee and presented for Council approval.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Whatcom Events
DATE: November 2, 2018

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Whatcom Events for your review and signature.

• **Background and Purpose**
Whatcom Events has received Lodging Tax funding for the purposes of supporting the marketing efforts of Whatcom Events for the Ski to Sea, Tour de Whatcom and Mt. Baker Hill Climb Races to promote tourism.

• **Funding Amount and Source**
Funding in the amount of $40,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and presented for approval to Whatcom County Council.

• **Differences from Previous Contract**
No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Tawni Helms</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Whatcom Events</td>
</tr>
</tbody>
</table>

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

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

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

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

**Is this the result of a RFP or Bid process?**  
Yes ☒ No ☐  
If yes, RFP and Bid number(s):  
Contract:  
Cost Center: 141

**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):**  
$ 40,000

**This Amendment Amount:**  

**Total Amended Amount:**  

**Council approval required** for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**  
1. Exercising an option contained in a contract previously approved by the council.  
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.  
3. Bid or award is for supplies or equipment included approved in the budget.  
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Summary of Scope:** Whatcom Events has received Convention Center funding for the purposes of supporting marketing efforts for the Ski to Sea race, Tour de Whatcom and Mt. Baker Hill Climb.

| Term of Contract: | January 1, 2019 | Expiration Date: | December 31, 2019 |

**Contract Routing:**  
1. Prepared by: T. Helms  
   Date: 11/02/18  
2. Attorney signoff:  
   Date: 11/06/18  
3. AS Finance reviewed:  
   Date:  
4. IT reviewed (if IT related):  
   Date:  
5. Contractor signed:  
   Date: 11-9-18  
6. Submitted to Exec.:  
   Date: 11-9-18  
7. Council approved (if necessary):  
   Date:  
8. Executive signed:  
   Date:  
9. Original to Council:  
   Date:  

V2.0
Whatcom Events, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7.
Exhibit A (Scope of Work), p. 8.
Exhibit B (Compensation), p. 9.
Exhibit C (Certificate of Insurance), p. 10.
Exhibit D (Sample Survey), p. 11.

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to: support the marketing efforts for the promotion of the Ski to Sea race, Tour de Whatcom and Mt. Baker Hill Climb, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $40,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of ______________, 20__.

CONTRACTOR:

Whatcom Events

[Signature]

Anne Rankin, Race Director

STATE OF WASHINGTON

COUNTY OF Whatcom

On this 4th day of November, 20__ before me personally appeared Anna Rankin to me known to be the Race Director of Whatcom Events and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

Whatcom Events

Anna Rankin, Race Director

Address:
2227 Queen Street, Suite 6
Bellingham, WA 98229

Mailing Address:
same

Contact Name: Anna Rankin

Contact Phone: 360-746-8861

Contact FAX: N/A

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

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

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employees of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality: Not Applicable

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury - $1,000,000.00 per occurrence.

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

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

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

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

35.1 Non-Discrimination in Employment:
The County’s policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.
Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest: Not Applicable

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive’s Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 **Disputes:**

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

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

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

d. **Arbitration:**  Not Applicable

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

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

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
Whatcom Events will use tourism promotion funds to:

1. Regionally promote Whatcom County as a key athletic race destination for three major events:
   a. Ski to Sea (including the junior race and the big race)
   b. Tour de Whatcom Bike Race
   c. Marketing efforts will target and attract visitors from Seattle, Vancouver, BC and Oregon.

2. Marketing/promotion includes online print and radio advertising, social media and licensed video race footage.

3. Travel to Sports Expos for Ski to Sea Race event promotion.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County’s level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after signature execution of this Agreement, the Festival shall submit a concise plan for the collection of the required survey data (the “Survey Plan”) to the Whatcom County Executive Office. The Survey Plan shall outline statistically defensible methods of survey protocol that will provide date about the event attendees. The survey questions outlined in the Survey Plan shall be substantially similar to those illustrated in Exhibit C, which is attached hereto and incorporated herein.

Within 30 days after the end of the contract term, the Festival shall submit a final project report (the “Final Project Report”) detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Survey results that were collected according to the Survey Plan.
- The number of out-of-County visitors that stayed in Whatcom County lodging establishments.

Failure to complete and deliver the Final Project Report and the Survey Plan in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.
EXHIBIT "B"
(COMPENSATION)

Maximum consideration for this contract shall be $40,000. The Contract Number shall be included on all billings or correspondence. Including mileage billable at the IRS rate for services rendered as described in Exhibit A (Scope of Work).

Allowable Expenses include the following:

Promotional/marketing expenses:
Print, online and radio advertising, signage, graphic design/IT, licensed video footage $37000.

Travel costs to attend Sports Expos $3,000.

TOTAL: $40,000.

Whatcom Events will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive’s Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Contractor will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.
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
Commercial Lines - 877-281-5690 (CA DOI # 0G13561)
Safehold Special Risk, Inc.
999 3rd Ave, Suite 1000
Seattle, WA 98104

INSURED
Whatcom Events
2227 Queen Street #6
Bellingham, WA 98229

INSURER AFFORDING COVERAGE
INSURER A: AIX Specialty Insurance Company 12833

COVERAGES
CERTIFICATE NUMBER: 12870471

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSTR.</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/ SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>L12 A631279 03</td>
<td>05/06/18</td>
<td>05/06/19</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Ca occurrences) $100,000</td>
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<td>MED EXP (Any one person) Excluded</td>
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<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<td>PRODUCTS - COMPOUND AGG $3,000,000</td>
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<td>LIQUOR LIABILITY AGG $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
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<td></td>
<td>COMBINED SINGLE LIMIT (Per accident) $</td>
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<td></td>
<td></td>
<td>SCHEDULED</td>
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<td></td>
<td>BODILY INJURY (Per person) $</td>
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<tr>
<td></td>
<td></td>
<td>NON-OWNED</td>
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<td></td>
<td>BODILY INJURY (Per accident) $</td>
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<td>AUTO ONLY</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td></td>
<td>EACH OCCURRENCE $</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td></td>
<td>AGGREGATE $</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT $</td>
</tr>
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<td></td>
<td>ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in NH)</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $</td>
</tr>
<tr>
<td></td>
<td>Description of Operations below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Additional insured when required by written contract, agreement, lease, or permit as respects liability arising from the operations of the Named Insured.

Ski to Sea: May 27th, 2018

CERTIFICATE HOLDER
Whatcom County
311 Grand Avenue, Ste 108
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
Sample Survey Questions for Attendees/Participants of Attractions, Festivals and Events

1. What is your zip code?

2. How did you hear about this event? (i.e. newspaper, radio, internet, magazine, word of mouth, other)

3. How many nights away from home, if any, are you spending in Whatcom County?

4. Will you stay overnight? If so, where?
   - Hotel or motel
   - Campground
   - Friend/Relative
   - Not staying overnight

5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
   - $0-$25
   - $25-$50
   - $50-$100
   - $100-$200
   - $200 or over

Sample Survey Plan:

Your Survey Plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use to obtain relevant data regarding your event participants.
**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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</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>Twh</td>
<td>11/02/18</td>
<td></td>
<td>12/04/18</td>
<td>Finance/Council</td>
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</tbody>
</table>

**Prosecutor:** CDQ 11/4/18  
**Purchasing/Budget:** BG 11/4/18  
**Executive:** VY 11.27.18

**TITLE OF DOCUMENT:** Mount Baker Foothills Chamber of Commerce contract

**DATE RECEIVED:** NOV 27 2018

**WHATCOM COUNTY COUNCIL**

**ATTACHMENTS:**
1. Contract
2. Memo

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

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

Executive Louws requests your consideration and approval of the 2019 contract for services between Whatcom County and Mount Baker Foothills Chamber of Commerce in support of Visitor Center operations as recommended by the Lodging Tax 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.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Tawni Helms, Administrative Coordinator

RE: Mount Baker Foothills Chamber of Commerce

DATE: November 2, 2018

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Mount Baker Foothills Chamber of Commerce for your review and signature.

- **Background and Purpose**
  Contractor has received Convention Center funding to pay for the operations of the Mount Baker Foothills Visitor Center.

- **Funding Amount and Source**
  Funding in the amount of $100,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and presented for Whatcom County Council approval on November 20, 2018.

- **Differences from Previous Contract**
  No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Executive Office
Contract or Grant Administrator: Tawni Helms
Contractor’s / Agency Name: Mount Baker Foothills Chamber of Commerce

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

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

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

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

Is this contract the result of a RFP or Bid process?
Yes ☒ No ☐ If yes, RFP and Bid number(s): ____________________ Contract Cost Center: 141

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):
$ 100,000

This Amendment Amount:
$ ____________________

Total Amended Amount:
$ ____________________

Council approval required for, all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: Contractor has received Convention Center funding to pay for the operations of the Mount Baker Foothills Visitor Center.

Term of Contract: January 1, 2019 Expiration Date: December 31, 2019

Contract Routing: 1. Prepared by: T. Helms Date: 11.01.18
2. Attorney signoff: Date: 11/6/18
3. AS Finance reviewed:
4. IT reviewed (if IT related):
5. Contractor signed: Date: 11/6/18
6. Submitted to Exec.: Date: 11-13-18
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

V2.0
CONTRACT FOR SERVICES
Mount Baker Foothills Chamber of Commerce

Mount Baker Foothills Chamber of Commerce, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7.
Exhibit A (Scope of Work), p. 8.
Exhibit B (Compensation), p. 9.
Exhibit C (Certificate of insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to: pay for the operations of the Mount Baker Foothills Visitor Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and what is provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $100,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 12 day of November, 2018.

CONTRACTOR:

Mount Baker Foothills Chamber of Commerce

[Signature]
Paul Engel, President

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 12 day of November, 2018, before me personally appeared Paul Engel to me known to be the President of the Mount Baker Foothills Chamber of Commerce and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Rebecca Boonstra
Notary Public
State of Washington
Commission Expires 04/24/22

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, My commission expires 04/24/22.

116
WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

Mount Baker Foothills Chamber of Commerce

Paul Engel, President

Address:
P.O. Box 886
Maple Falls, WA 98266

Mailing Address:
same

Contact Name: Rebecca Boonstra, Executive Director

Contact Phone: 360-599-1518

Contact FAX: N/A

Contact Email: info@mtbakerchamber.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: 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 an alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 **Labor Standards:** Not Applicable

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

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

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

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

30.2 **Assignment and Subcontracting:**
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 **No Guarantee of Employment:**
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 **Patent/Copyright Infringement:**
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 **Confidentiality:** Not Applicable

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

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury- $1,000,000.00 per occurrence.

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

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

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

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

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

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

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

35.2 **Non-Discrimination in Client Services:**

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

36.1 **Waiver of Noncompetition:** Not Applicable

36.2 **Conflict of Interest:** Not Applicable

37.1 **Administration of Contract:**

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

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

Tawini Helms, Administrative Coordinator
Whatcom County Executive’s Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 **Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the ‘Contractor Information’ section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

38.3 **E-Verify:**

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

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

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

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

The Mount Baker Foothills Chamber of Commerce will use tourism promotion funds to:

Fund the operations of the Visitor Center. Expenses will include salaries and benefits, marketing/promotion and travel.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County’s level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Chamber shall submit a final project report (the “Final Project Report”) detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year’s activities and major accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.
Maximum consideration for this contract shall be $100,000. The Contract Number shall be included on all billings or correspondence.

Allowable Expenses include:

<table>
<thead>
<tr>
<th>Wages and benefits</th>
<th>$72,775</th>
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</thead>
<tbody>
<tr>
<td>Administration (rent, janitor, taxes, office supplies)</td>
<td>$21,425</td>
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<tr>
<td>Marketing/Promotion (website design, maint. &amp; hosting)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$800</td>
</tr>
<tr>
<td>$100,000</td>
<td></td>
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</tbody>
</table>

Mount Baker Foothills Chamber of Commerce will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive’s Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month. Mileage will be reimbursed at the Federal IRS rate.

Contractor will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.
# Non Profit Insurance Program

## CERTIFICATE OF COVERAGE

**Issue Date:** 05/18/2018

**PRODUCER**

Clear Risk Solutions  
451 Diamond Drive  
Ephrata, WA 98823

**INSURED**

Mt Baker Foothills Chamber of Commerce  
PO Box 866  
Maple Falls, WA 98266

**COMPANIES AFFORDING COVERAGE**

- **GENERAL LIABILITY**  
  American Alternative Insurance Corporation, et al.

- **AUTOMOBILE LIABILITY**  
  American Alternative Insurance Corporation, et al.

- **PROPERTY**  
  American Alternative Insurance Corporation, et al.

- **MISCELLANEOUS PROFESSIONAL LIABILITY**  
  Princeton Excess and Surplus Lines Insurance Company

## COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the coverage period indicated, notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
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<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>N1-A2-RL-0000013-09</td>
<td>06/01/2018</td>
<td>06/01/2020</td>
<td>PER OCCURRENCE</td>
<td>$5,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>PER MEMBER AGGREGATE</td>
<td>$10,000,000</td>
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<td></td>
<td></td>
<td></td>
<td>PRODUCT-CBMNO</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
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<td></td>
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<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$50,000,000</td>
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<tr>
<td><strong>AUTOMOBILE LIABILITY</strong></td>
<td>N1-A2-RL-0000013-09</td>
<td>06/01/2018</td>
<td>06/01/2020</td>
<td>COMBINED SINGLE LIMIT</td>
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<tr>
<td><strong>PROPERTY</strong></td>
<td>N1-A2-RL-0000013-09</td>
<td>06/01/2018</td>
<td>06/01/2020</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL</td>
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<td>EARTHQUAKE PER OCC</td>
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<td></td>
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<td></td>
<td>FLOOD PER OCC</td>
<td>EXCLUDED</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
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<tr>
<td><strong>MISCELLANEOUS PROFESSIONAL LIABILITY</strong></td>
<td>N1-A3-RL-0000060-09</td>
<td>06/01/2018</td>
<td>06/01/2020</td>
<td>PER CLAIM</td>
<td>EXCLUDED</td>
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<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$40,000,000</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS**

Regarding Visitor’s Center Contract, Whatcom County is named as Additional Insured regarding this contract only and is subject to policy terms, conditions, and exclusions. NPIP policy is primary and non-contributory. Waiver of Subrogation endorsement is attached.

**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.

**CERTIFICATE HOLDER**

Whatcom County  
311 Grand Ave, Suite #108  
Bellingham, WA 98225

**AUTHORIZED REPRESENTATIVE**

[Signature]

3398032
Firm Name: Mt Baker Chamber

Proposal/Bid/Invitation/Solicitation No.

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

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

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

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

DATE: 11/13/2012

SIGNATURE: 

PRINTED NAME: Rebecca Gersen
Sample Survey Questions for Attendees/Participants of Attractions, Festivals and Events

1. What is your zip code?

2. How did you hear about this event? (i.e. newspaper, radio, internet, magazine, word of mouth, other)

3. How many nights away from home, if any, are you spending in Whatcom County?

4. Will you stay overnight? If so, where?
   _____ Hotel or motel
   _____ Campground
   _____ Friend/Relative
   _____ Not staying overnight

5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
   _____ $0-$25
   _____ $25-$50
   _____ $50-$100
   _____ $100-$200
   _____ $200 or over

Sample Survey Plan:

Your Survey Plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use obtain relevant data regarding your event participants.
### WHATCOM COUNTY COUNCIL AGENDA BILL

#### TITLE OF DOCUMENT: Bellingham Food Bank

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator</td>
<td>Twh</td>
<td>10/30/18</td>
<td></td>
<td>12/4/2018</td>
<td>Finance/Council</td>
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<tr>
<td>Division Head</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor</td>
<td>ODQ</td>
<td>11/13/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget</td>
<td>8G</td>
<td>11/13/18</td>
<td>WHATCOM COUNTY COUNCIL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive</td>
<td></td>
<td>11/27/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**
1. Contract
2. Memo

<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>

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

Executive Louws requests your consideration and approval of the 2019-2020 contract for services between Whatcom County and Bellingham Food Bank.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO: Jack Louws, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Bellingham Food Bank
DATE: October 30, 2018

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Bellingham Food Bank for your review and signature.

▪ Background and Purpose
Hunger remains a real concern for too many families in Whatcom County. The Bellingham Food Bank will continue to use the funds to procure, warehouse and distribute food and other essentials to low and very low income families. Whatcom County has also agreed to contribute $80,000 each year to the Bellingham Food Bank’s “Bulk Buy Food Purchase” Program. This program is the most efficient way for large scale anti-hunger purchases. These purchases will be focused on healthy and nutrient rich food items as defined by the Washington State Department of Agriculture.

▪ Funding Amount and Source
Maximum consideration of the contract is $276,000 for two years. $138,000 is dedicated for year one (2019) and $138,000 for year two (2020). The funding source is the General Fund.

▪ Differences from Previous Contract
No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Tawni Helms</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Bellingham Food Bank</td>
</tr>
</tbody>
</table>

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

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

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

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

**If No, include WCC:**

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**
- Yes ☐ No ☒

**If yes, grantor agency contract number(s):**

**CFDA#:**

**Is this contract grant funded?**
- Yes ☐ No ☒

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

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

**If yes, RFP and Bid number(s):**

**Contract**  
**Cost Center:** 141

**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.

**Council approval required for:**
- All property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**
  1. Exercising an option contained in a contract previously approved by the council.
  2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
  3. Bid or award is for supplies or equipment included approved in the budget.
  4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

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

$ 276,000

**This Amendment Amount:**

$ 0

**Total Amended Amount:**

$ 0

**Term of Contract:** January 1, 2019  
**Expiration Date:** December 31, 2020

**Summary of Scope:** To pay for the operations of the Bellingham Food Bank for procuring/purchasing, warehousing and distributing food and other essentials to low and very low income families.

---

**Contract Routing:**

1. Prepared by: T. Helms  
2. Attorney signoff: [signature]  
3. AS Finance reviewed: [signature]  
4. IT reviewed (if IT related): [signature]  
5. Contractor signed: [signature]  
6. Submitted to Exec.: [signature]  
7. Council approved (if necessary): [signature]  
8. Executive signed: [signature]  
9. Original to Council: [signature]
Bellingham Food Bank, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7
- Exhibit A (Scope of Work), p. 8
- Exhibit B (Compensation), p. 9
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to: pay for the operations of the Bellingham Food Bank for procuring/purchasing, warehousing and distributing food and other essentials to low and very low income families, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $276,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

Bellingham Food Bank

[Signature]

Mike Cohen, President

STATE OF WASHINGTON )
COUNTY OF Whatcom ) ss.

On this 13 day of Nov, 2018, before me personally appeared Mike Cohen to me known to be the Executive Director of the Bellingham Food Bank and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney    Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON    )
COUNTY OF WHATCOM       ) ss

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

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

CONTRACTOR INFORMATION:

Bellingham Food Bank

Mike Cohen, Executive Director

Address:
1824 Ellis Street
Bellingham, WA 98225

Mailing Address:
same

Contact Name: Mike Cohen, Executive Director

Contact Phone: 360-676-0392

Contact FAX: 360-676-0410

Contact Email: mike@bellinghamfoodbank.org

Contract for Services
Bellingham Food Bank

V2.0
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

21.1 **Taxes:**

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

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

22.1 **Withholding Payment:**

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

23.1 **Labor Standards:** Not Applicable

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

30.1 **Independent Contractor:**

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

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

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

30.2 **Assignment and Subcontracting:**

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 No Guarantee of Employment: The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality: Not Applicable

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

34.1 Proof of Insurance: The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury- $1,000,000.00 per occurrence.

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

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

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

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.
35.1 Non-Discrimination in Employment:
The County’s policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest: Not Applicable

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

Contract for Services
Bellingham Food Bank

V2.0
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)

BELLINGHAM FOOD BANK PROGRAM AND GLEANING PROJECT

Whatcom County will provide funding in support of the Bellingham Food Bank and Gleaning Project and the Food Bank’s Bulk Buy Food Purchase Network as described below.

BELLINGHAM FOOD BANK PROGRAM - $100,000 ($50,000 per Year)

Bellingham Food Bank shall use the funds to procure, warehouse and distribute food and other essentials to low and very low-income Whatcom County residents through an existing network of neighborhood food banks.

Outcome: To support prevention measures that help to avoid or prevent hunger, and provide food to low and very low income people. To increase residents' food security and decrease hunger through the provision of free groceries to low income families that visit local food banks.

Indicators: The number of pounds of food delivered to neighborhood food banks from Bellingham Food Bank.

Eligibility: Food will be made available to low and very low income people.

Program Requirements: The Agency agrees to collect, warehouse and distribute food with funds provided under this contract to neighborhood food banks throughout Whatcom County. The funds provided under this contract shall be used to pay for costs associated with the provision of this food. The Agency shall complete all required paperwork related to project activities and outcomes as described below.

Bellingham Food Bank shall submit a Services-Activities Report with each billing invoice that includes actual pounds of food distributed to the local neighborhood food banks and receipts from each of the neighborhood food banks that received the food as detailed on Exhibit B.

GLEANING PROJECT - $16,000 ($8,000 per Year)

The Gleaning Project facilitated under the Bellingham Food Bank is a non-profit organization that bridges the gap between local surplus produce that would otherwise be wasted and those who are hungry in Whatcom County.

The Bellingham Food Bank’s Gleaning Project shall use funds to help cover the cost to coordinate the volunteer effort required to gather excess food from farms and gardens for distribution to the local eligible neighborhood food banks in Whatcom County as listed below.

Bellingham Food Bank’s Gleaning Project will submit invoices and receipts to Whatcom County. Receipts will include the hours worked to coordinate the food gleaning from local farms and orchards as detailed on Exhibit B.

BULK BUY FOOD PURCHASE NETWORK - $160,000 ($80,000 per year)

Bulk Buy Food Purchase funds go to purchase fresh and shelf-stable nutrient dense foods such as fruits, vegetables, eggs, milk and chicken. By investing in Bellingham Food Bank's Bulk Buy Food Purchase Network, Whatcom County expects to reduce hunger and improve nutrition through the provision of healthy, nutrient rich foods to low and very low income people. The contractor will:

- Establish a Food Buying Committee comprised of at least three participating food banks to meet regularly and determine purchasing options based on need and cost efficiency.
- Make all purchases on behalf of the network, receive and distribute the purchased food.
- Provide program oversight to ensure the local food banks included in the Bulk Buy Food Purchase Network distribute food to low income people and adhere to the Emergency Food Assistance Program (EFAP) guidelines.
- Submit monthly invoices that include copies of receipts for all healthy food purchased by the Bulk Buy Food Network.

Bulk Buy Food Purchase Network (Other food banks that meet the requirements listed above may be added upon the discretion of the Food Buying Committee)

<table>
<thead>
<tr>
<th>Bellingham Food Bank</th>
<th>Blaine Food Bank</th>
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<tbody>
<tr>
<td>Ferndale Food Bank</td>
<td>Nooksack Valley Food Bank</td>
</tr>
<tr>
<td>Foothills Food Bank (Deming/Kendall)</td>
<td>Salvation Army Food Bank</td>
</tr>
<tr>
<td>Project Hope (Lynden)</td>
<td>Lummi Tribal Food Bank</td>
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<tr>
<td>Nooksack Tribal Food Bank</td>
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</tbody>
</table>

Contract for Services
Bellingham Food Bank

V2.0
EXHIBIT "B"
(COMPENSATION)

The Contract Number, set forth above, shall be included on all billings.

Bellingham Food Bank Project

Maximum consideration for this portion of the contract shall be $100,000 ($50,000 for year one (2019) and $50,000 for year two (2020). Invoices shall be sent to the Whatcom County Executive’s Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food distributed) as described in Exhibit A. Bellingham Food Bank will also provide a report at the end of the calendar year that details the total pounds delivered to the Food Banks.

Method of Payment

- Reimbursement shall be made monthly.
- The County will pay based on .40 per pound of food distributed to the neighborhood food banks.
- Monthly payments may vary based on the actual number of pounds distributed for that month.
- Payment to the Agency may be withheld for any month in which the Agency has not submitted the contractually required reports on the data indicated.
- The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Gleaning Project

Maximum consideration for this portion of the contract shall be $16,000 ($8,000 for year one (2019) and $8,000 for year two (2020). As consideration for the services provided pursuant to Exhibit A - Scope of work, the county agrees to compensate the contractor $15.00 per hour plus payroll taxes for the services of the Bellingham Food Bank Gleaning Project Coordinator. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rate, other expenditures such as printing and postage shall be reimbursed at actual cost. Contractor will invoice monthly. Invoices will include employee hours worked by day with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor’s expense.

The Billing Invoice Package is due within ten working days after the end of each month. Invoices shall be sent to the Whatcom County Executive’s Office.

The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract.

Bulk Buy Food Purchase Network

Maximum consideration for this portion of the contract shall be $80,000 ($80,000 for year one (2019) and $80,000 for year two (2020). Invoices shall be sent to the Whatcom County Executive’s Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food purchased) as described in Exhibit A. Bellingham Food Bank will also provide monthly reports that detail the pounds of Bulk food Purchased and delivered to the Food Banks and the numbers served at the Food Banks.

Method of Payment

- Invoices shall be sent to the Whatcom County Executive’s Office.
- Reimbursement shall be made monthly.
- Invoices will include actual receipts for Bulk Buy Food Purchases.
- The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract.
E-Verify Declaration
ATTACHMENT “D”

Firm Name: Bellingham Food Bank

Proposal/Bid/Invitation/Solicitation No. ____________________________

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

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

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

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

DATE: ____________________________

SIGNATURE: ____________________________

PRINTED NAME: ____________________________
TITLE OF DOCUMENT:
Contract Renewal Between Whatcom County And The Whatcom Dispute Resolution Center

ATTACHMENTS:
Contract Renewal between Whatcom County and Whatcom Dispute Resolution Center

<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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</table>

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

The purpose of this contract renewal is to provide administration of the family law mediation program.

COMMITTEE ACTION:  
COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive

FROM: David Reynolds, Director


DATE: October 17, 2018

Attached are two contract original amendments between Whatcom County and Whatcom Dispute Resolution Center for your review and signature.

☐ Background and Purpose

This contract provides administration of the family law mediation program (including but not limited to case management and the certification and oversight of family law mediators), fee subsidy for low income participants of family law mediation sessions, parenting seminars, and language interpretation for both programs as needed.

☐ Funding Amount and Source

General funding up to the contract amount of $50,000 per year.

☐ Differences from Previous Contract

There is no difference from last contract.

Please contact me at extension 5565, if you have any questions or concerns regarding the terms of this agreement,
## Whatcom County Contract Information Sheet

**Originating Department:** Superior Court Administration  
**Division/Program:** (i.e. Dept. Division and Program) Superior Court  
**Contract or Grant Administrator:** David Reynolds  
**Contractor’s/Agency Name:** Whatcom Dispute Resolution Center

- **Is this a New Contract?** Yes ☑  No ☐  
- **If not, is this an Amendment or Renewal to an Existing Contract?** Yes ☑  No ☐  
- **Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:** 201705018  
- **Does contract require Council Approval?** Yes ☑  No ☐  
- **If No, include WCC:** (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)  
- **Is this a grant agreement?** Yes ☑  No ☐  
- **If yes, grantor agency contract number(s):**  
- **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  
- **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): | $ 50,000 |
| This Amendment Amount: | $ 100,000 (50,000 per year) |
| Total Amended Amount: | $ 150,000 (50,000 per year) |

**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 contract provides for administration of the family law mediation program, fee subsidy for low income participants of family law mediation sessions and parenting seminars, and language interpretation for both programs as needed.

**Term of Contract:** Two years  
**Expiration Date:** 12/31/20  
**Contract Routing:**  
1. Prepared by: Stephanie Lewis  
2. Attorney signoff: KNF  
3. AS Finance reviewed: bbennett ☑  
4. IT reviewed (iFTT related):  
5. Contractor signed: ☑  
6. Submitted to Exec.: ☑  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  

**Date:** 10/24/2018  
**Date:** 10/25/2018  
**Date:** 10/25/18  
**Date:** 11/13/18

Last edited 10/11/18
Amendment No. 1
Whatcom County Contract No. 201705018
CONTRACT BETWEEN WHATCOM COUNTY AND
The Whatcom Dispute Resolution Center
Family Law Mediation

THIS AMENDMENT is to the Contract between Whatcom County and The Whatcom Dispute Resolution Center, dated May 17, 2017 and designated "Whatcom County Contract No. 201705018." In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2020, and increases the maximum consideration by $50,000 per year to a total consideration of $150,000.

Unless specifically amended by this or prior amendments, all terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and The Whatcom Dispute Resolution Center have executed this Amendment on the date and year below written.

DATED this 9th day of November, 2018.

CONTRACTOR:

The Whatcom Dispute Resolution Center

Moonwater, Executive Director

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 2nd day of Nov, 2018, before me personally appeared Moonwater, Executive Director of The Whatcom Dispute Resolution Center and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

RENEE L. NIX
NOTARY PUBLIC in and for the State of Washington,

residing at Bellingham

My commission expires 10.19.2019

Last edited 10/11/18
WHATCOM COUNTY:

Approved as to form:

[Signature] 11/13/18
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ______________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
  ss
COUNTY OF WHATCOM )

On this __________ day of _________________________, 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.

________________________
   NOTARY PUBLIC in and for the State of Washington,

residing at ________________________________

My commission expires ___________________.

CONTRACTOR INFORMATION:

The Whatcom Dispute Resolution Center
13 Prospect St
Bellingham, WA 98225

Executive Director: Moonwater
Phone: (360) 676-0122 X110
Email: director@whatcomdrc.org

Last edited 10/11/18
# 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**

Coastal Insurance Group, LLC  
2415 James Street  
Bellingham WA 98225

**Contact Information**

- Name: Andrew Olive  
- Phone: 360-671-9995  
- Fax: 360-671-9995  
- Address: aolive@coastalig.com

**Insured**

Whatcom Dispute Resolution Center  
13 Prospect St  
Bellingham WA 98225

**Insurer(s) Affording Coverage**

- Insurer A: Philadelphia Indemnity Insurance Company  
- Insurer B:  
- Insurer C:  
- Insurer D:  
- Insurer E:  
- Insurer F:  
- NAIC #: 18058

### Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>POLICY NUMBER</th>
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<td>Limit: $2,000,000 Each Professional Incident / 4,00</td>
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### Description of Operations / Locations / Vehicles

Certificate Holder is listed as additional insured.

### Certificate Holder

Whatcom County Superior Court  
312 Grand Ave.  
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

Andrew Olive

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# WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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<td>Finance/Council</td>
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<tr>
<td>Executive:</td>
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**TITLE OF DOCUMENT:** Interlocal Cooperative Purchasing Agreement with Whatcom Transportation Authority

**ATTACHMENTS:** Memos from Finance and Agreement from Whatcom Transportation Authority

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

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

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

Administrative Services – Finance requests approval to for the Executive to enter into an Interlocal Cooperative Purchasing Agreement with Whatcom Transportation Authority (WTA). This reciprocal agreement will allow Whatcom County and WTA to utilize each other’s competitively bid supplies, goods, services, and equipment, per RCW Chapter 39.34, Interlocal Cooperation Act.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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</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.
DATE: November 19, 2018
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager

SUBJECT: Approval for an Interlocal Cooperative Agreement with Whatcom Transportation Authority

- **Background & Purpose**
  Administrative Services Finance is requesting approval to enter into a cooperative purchasing agreement with Whatcom Transportation Authority (WTA). This reciprocal agreement will allow Whatcom County and WTA to utilize each other’s competitively bid contracts for purchases of supplies, goods, services, and equipment, per RCW Chapter 39.34 Interlocal Cooperation Act.

- **Funding**
  There is no fee to enter into this agreement.

Approved as recommended:

______________________________
AS Finance Manager

______________________________
County Executive

______________________________
Date of Council Action
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, WHATCOM TRANSPORTATION AUTHORITY (WTA), a municipal Corporation of Whatcom County, Washington and, WHATCOM COUNTY, a political subdivision of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time both by WTA and the WHATCOM COUNTY.

2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

3. Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

4. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

7. The Procurement and Grants Coordinator of WTA and the Purchasing Agent of WHATCOM COUNTY shall be representatives of the entities for carrying out the terms of this Agreement.

8. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (Cont.)

APPROVED this 19 day of November, 2018.

WHATCOM TRANSPORTATION AUTHORITY

BY: Peter L. Stark
General Manager

Subscribed and sworn to me this 19th day of November, 2018.

Notary Public in and for the State of Washington, residing at , My commission expires 03-31-2020.

AMS CURRY

APPROVED AS TO FORM:

Mark Lee
General Counsel
11/19/18
Date

ATTEST:
Vicki Esser
Clerk of the Board

APPROVED this _______ day of ______________________, 20__.

WHATCOM COUNTY

BY: Jack Louws
County Executive

Subscribed and sworn to me this _______ day of ____________, 20__.

Notary Public in and for the State of Washington, residing at _____________.
My commission expires _____________.

APPROVED AS TO FORM:

Christopher Quinn, Senior Civil Deputy Pros. Attorney

11/20/18
Date

ATTEST:
TITLE OF DOCUMENT: Amendment #2 – Lease Agreement with Cornwall Center, Inc.

ATTACHMENTS:
Memo
Proposed Lease Agreement Amendment #2

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

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

This Amendment #2 – Lease Agreement #201409008 is between Whatcom County and Cornwall Center, Inc., and extends the expiration date of the lease agreement to June 30, 2019 for the purposes of providing additional parking at the Civic Center Annex.

COMMITTEE ACTION:  

COUNCIL ACTION:  

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

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

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

THROUGH: Jon Hutchings, Director

FROM: Andrew Hester, Real Estate Coordinator

RE: Lease Agreement for Civic Center Parking Lot – Amendment #2

DATE: November 15, 2018

Enclosed are two (2) originals of the proposed Amendment #2 Ground Lease Agreement #201409008 for the Civic Center Annex Parking Lot between Whatcom County and Cornwall Center, Inc. for your review and signature.

- **Background and Purpose**
  The Public Works Department has taken over the administration of this lease agreement. This lease agreement will provide the County with 9 parking spaces for County employees and visitors at the Civic Center Annex for a six month term while the Public Works Department evaluates the necessity for the parking lot and has an appraisal done to establish the market rental rate.

- **Funding Amount and Source**
  The amount for this six month lease extension term is for $4,521.17 ($753.52 per month). Funding for this lease agreement is in the 2019 budget.

  Please contact Andrew Hester at extension 6216, if you have any questions or concerns regarding the terms of this agreement,

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept, Division and Program)</td>
<td>9010 Public Works Administration / 901000 PW-Administration/Accounting</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Andrew Hester</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Cornwall Center, Inc.</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 #: 201409008

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

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

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

**Is this contract the result of a RFP or Bid process?**  Yes ☒ No ☐  
If yes, RFP and Bid number(s):  
Contract  Cost Center: 10895

**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):  
$ 41,411.25

**This Amendment Amount:**  
$ 4,521.17

**Total Amended Amount:**  
$ 45,932.42

**Summary of Scope:** This Lease Agreement is between Whatcom County and Cornwall Center, Inc. for 9 additional parking spaces adjacent to the Civic Center Annex parking lot. The amendment extends the lease agreement expiration date to June 30, 2019.

**Term of Contract:** 1-1-2019 – 6-30-2019  
**Expiration Date:** 6-30-2019

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<tr>
<th>Contract Routing</th>
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<tbody>
<tr>
<td>1. Prepared by: Andrew Hester</td>
<td>Date: 11-13-18</td>
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<tr>
<td>2. Attorney signoff: Christopher Quinn</td>
<td>Date: 11/13/18</td>
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<td>3. AS Finance reviewed: bbennett</td>
<td>Date: 11/14/18</td>
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<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
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<td>5. Contractor signed:</td>
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<td>6. Submitted to Exec.:</td>
<td>Date: 11-20-18</td>
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<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
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<tr>
<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
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</table>
Amendment No. 2
Whatcom County Contract No. 201409008
CONTRACT BETWEEN WHATCOM COUNTY AND
CORNWALL CENTER, INC.

THIS AMENDMENT is to the Contract between Whatcom County and Cornwall Center, Inc., dated March 15, 2014 and designated “Whatcom County Contract No. 201409008”. In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through June 30, 2019, and increases the maximum consideration by $4,521.17 to a total consideration of $45,932.42.

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

This Amendment takes effect: January 1, 2019, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Cornwall Center, Inc. have executed this Amendment on the date and year below written.

DATED this 16th day of November, 2018.

CONTRACTOR:

CONTRACTOR NAME

William R. Eiford, Jr., President

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 16th day of November, 2018, before me personally appeared William R. Eiford, Jr., to me known to be the President of Cornwall Center, Inc., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Andrew M. Hester
NOTARY PUBLIC in and for the State of Washington,

Andrew M. Hester printed name,
residing at Bellingham.
WHATCOM COUNTY:

Recommended for Approval:

\[\text{[Signature]} 11/20/17\]
Department Head Date

Approved as to form:

\[\text{[Signature]} 11/20/18\]
Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: ____________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON }
    ss
COUNTY OF WHATCOM }

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

________________________________________
NOTARY PUBLIC in and for the State of Washington,
    ________, printed name.
    residing at ________________________. My commission expires
    ___________________.

**CONTRACTOR INFORMATION:**

Cornwall Center, Inc.

Address:
818 Racine Street
Bellingham, WA 98229

Contact Name:
William R. Eiford, Jr. President
Betty Miller, Contact

Contact Phone: (360) 676-9380

Last edited 03/22/18
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
<th>Initial</th>
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<td>Jon Hutchings</td>
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**TITLE OF DOCUMENT:** Lake Whatcom Subwatershed Master Plan for East Geneva

**ATTACHMENTS:** Memo, CIS, and Contract

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

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

This contract with Tetra Tech, Inc, is for a Lake Whatcom Subwatershed Master Plan for East Geneva. The primary tasks in this contract include:

- Inventory of existing stormwater systems and hydrologic and hydraulic analysis of flows within those systems.
- Identification and evaluation of system constraints and needed capital improvement projects.
- Evaluation of future land use scenario impacts on stormwater rates of flow and water quality.
- Development of a capital improvement phasing.
- Public information through general public and stakeholder meetings.
- Completion of a subwatershed stormwater master plan.

The project total of $82,685 will be funded through the NPDES budget (cost center 10860).

**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

TO: The Honorable Jack Louws, County Executive

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: November 5, 2018

RE: Contract with Tetra Tech, Inc. to develop a Lake Whatcom Subwatershed Master Plan for East Geneva

Requested Action
Please find attached for your review and approval two (2) originals of a contract for services between Tetra Tech, Inc. and Whatcom County to develop a Lake Whatcom Subwatershed Master Plan for East Geneva.

Background and Purpose
Whatcom County has prioritized addressing stormwater related issues in the Lake Whatcom watershed to achieve water quality and quantity targets as they pertain to the Lake Whatcom Total Maximum Daily Load (TMDL), as well as coordinating with future road improvement projects (ex. R2. Lake Whatcom Blvd. Water Quality Improvements) in 2019-2024 Six Year Transportation Improvement Plan (TIP). To ensure necessary collaboration between the Stormwater and Design & Construction Divisions with their respective projects and priorities, the County will engage in a Subwatershed Master Planning process mirroring the previous efforts in Birch Bay.

Subwatershed Master Plans are effective tools for systematic analysis of on-the-ground conditions and current infrastructure status and needs that can inform project planning. The approach collects data that is useful for coordinating different project types (e.g. water quality, drainage, conveyance, road safety, etc.) that are in the same locations. The resulting data through this effort will help supplement and inform the design strategy for the Lake Whatcom Boulevard Water Quality Improvements project on the Six Year TIP scheduled for 2019-2021.

The primary tasks of this contract include:

- Inventory of the existing stormwater system.
- Hydrologic and hydraulic analysis of flows within the system.
- Identification and evaluation of system constraints and needed capital improvement projects.
• Evaluation of future land use scenario impacts on stormwater rates of flow and water quality.
• Development of capital improvement projects and conceptual designs.
• Development of small works and maintenance project lists.
• Dissemination of information through general public meetings.
• Completion of a Subwatershed Master Plan for portions of the Geneva Neighborhood.

Tetra Tech Inc. was chosen through a competitive selection process (RFQ 18-01).

**Funding Amount and Source**
This contract in the amount of $82,685 will be funded by the 2018 NPDES base budget (10860).

Please contact Kraig Olason at extension 6301, if you have any questions or concerns regarding this contract.

Encl.
### WHATCOM COUNTY CONTRACT

**INFORMATION SHEET**

**Originating Department:** Public Works

**Division/Program:** (i.e. Dept. Division and Program) NPDES - 950510

**Contract or Grant Administrator:** Kraig Olason, Stormwater Program Manager

**Contractor's / Agency Name:** Tetra Tech, 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):**

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

Yes [ ] No [ ]

**If yes, RFP and Bid number(s):**

**RFQ-18-01**

**Contract Cost Center:** 10860

**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):

$ 82,685

**This Amendment Amount:**

$

**Total Amended Amount:**

$

**Summary of Scope:** Development of a Lake Whatcom Subwatershed Master Plan for portions of the Geneva Neighborhood. The primary tasks in this contract include: inventory of existing stormwater systems and hydrologic and hydraulic analysis of flows within those systems, identification and evaluation of system constraints and needed capital improvement projects, evaluation of future land use scenario impacts on stormwater rates of flow and water quality, development of a capital improvement phasing, public information through general public and stakeholder meetings, and completion of a subwatershed stormwater master plan. The project total of $ 82,685 will be funded through the NFDES budget (cost center 10860).

**Term of Contract:**

<table>
<thead>
<tr>
<th>Contract Routing</th>
<th>Expiration Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>Kraig Olason</td>
<td>11/9/18</td>
</tr>
<tr>
<td>2. Attorney signoff</td>
<td>Christopher Quinn</td>
<td>11/13/18</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>bbennett</td>
<td>11/15/18</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>✔️</td>
<td>11/15-18</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>✔️</td>
<td>11/20-18</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
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<td>8. Executive signed:</td>
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<tr>
<td>9. Original to Council:</td>
<td></td>
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</tr>
</tbody>
</table>

**Expiration Date:** 12/31/20
CONTRACT FOR SERVICES
Lake Whatcom Subwatershed Master Plan – East Geneva

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

General Conditions, pp. 2 to 8.
Exhibit A (Scope of Work), pp. 9 to 13.
Exhibit B (Compensation), pp. 14 to 14.
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to: Develop a Lake Whatcom Subwatershed Master Plan for East Geneva, 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 $82,685.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

Tetra Tech, Inc.

Jerry Scheller, Senior Project Manager

STATE OF WASHINGTON )
) ss.
COUNTY OF King )

On this 5th day of November, 2018, before me personally appeared Jerry Scheller to me known to be the Sr. Project Mgr. (title) of Tetra Tech (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

LISA A. FORTNEY
WHATCOM COUNTY:
Recommended for Approval:

Jon Hutchings
Date
Public Works Director

Approved as to form:

Christopher Quinn
Date
Senior Deputy Prosecuting Attorney-Civil Division

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

Tetra Tech, Inc.
Jerry Scheller, Senior Project Manager

Phone: 206-883-9414
FAX: 206-883-9301
Email: jerry.scheller@tetratech.com

Address:
1420 Fifth Avenue, Suite 550
Seattle, WA 98101
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

22.1 **Withholding Payment:**
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this
Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to
Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such
failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or
damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform,
and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer
set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be
deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes
clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become
declusive 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 insurance as set forth in the attached Exhibit C, with the following minimums:

1) Commercial General Liability coverage
   a) Property Damage - $500,000.00 per occurrence;
   b) General Liability & Bodily injury- $1,000,000.00 per occurrence.
2) Automobile Liability coverage:
   a) Combined Single Limit - $1,000,000
   b) Hired and Non-owned Auto coverage - $1,000,000
   c) Temporary Substitute Auto coverage - $1,000,000
A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and non-contributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

3) Professional Liability coverage - $1,000,000

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

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

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

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to 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.

Contract for Services— Tetra Tech, Inc.
Lake Whatcom Subwatershed Master Plan-East Geneva
Page 5
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.

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:

Kraig Olason, Senior Planner, 322 N Commercial St, Suite 224, Bellingham, WA 98225

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.

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).

Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The 'Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

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

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

40.1 **Modifications:**

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

40.2 **Contractor Commitments, Warranties and Representations:**

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

41.1 **Severability:**

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

41.2 **Waiver:**

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

42.1 **Disputes:**

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

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

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

d. **Arbitration:**
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions 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,

Contract for Services—Tetra Tech, Inc.
Lake Whatcom Subwatershed Master Plan-East Geneva
Page 7

V2.0
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.
WHATCOM COUNTY PUBLIC WORKS - STORMWATER
LAKE WHATCOM EAST GENEVA SUBWATERSHED MASTER PLAN
DRAFT SCOPE OF WORK

November 5, 2018

The Lake Whatcom East Geneva Subwatershed Master Plan will develop a systematic approach to resolving stormwater related problems in the East Geneva Subwatershed. This subwatershed is located on the south side of Lake Whatcom along Lake Whatcom Boulevard between Strawberry Point and approximately 200 feet east of Geneva Shore Lane. Figure A-1 shows the study area.

This scope of work describes the tasks and subtasks associated with the preparation of the Lake Whatcom East Geneva Subwatershed Master Plan. The following tasks include a description of the work involved and the associated deliverable(s) for that task.

TASK 1 PUBLIC OUTREACH

Keeping the public abreast of the progress of the subwatershed master plan helps demonstrate the tangible benefits of the plan and builds support within the community. With this in mind, the project team will perform the following tasks:

1.1 Hold three public input / information meetings as directed by the County. Tetra Tech will consult with the County on the discussion topics, time and location for public information meeting as project work proceeds. The County will arrange for a meeting site and will advertise the meeting in advance.

1.2 Prepare up to three presentation graphics for use at public meetings.

1.3 Prepare two 15-minute PowerPoint presentation summarizing the findings of the investigations performed to support the East Geneva Subwatershed master plan.

Task 1 Deliverables:

- Attendance at two public meeting
- Up to 3 presentation graphics for public meetings
- Two 15-minute PowerPoint presentations

TASK 2 DATA COLLECTION

A preliminary review of the storm drain inventory database indicated that a substantial amount of data has been collected for the storm drainage system in the study area. However, there may be additional data collection needed for the project.

2.1 Tetra Tech will review the inventory collected for the study area to identify additional data collection needs. Tetra Tech will provide a detailed list of storm features that need to be surveyed.

2.2 Whatcom County will provide survey services for this project.

2.3 Storm features data will be collected by Whatcom County for X, Y, and Z coordinates using survey grade and total station equipment. These points will be identified as important for the hydraulic modeling effort.

2.4 Tetra Tech will compile all inventory data provided by Whatcom County survey into the storm Geodatabase provided by the County.

2.5 Whatcom County survey will provide the post processed data in an electronic ASCII file with all point numbers, coordinates, elevations, and descriptions for each survey point.

Vertical datum: NAVD1988

Task 2 Deliverable:

- List of storm features to be surveyed.
- Updated GIS inventory database.

TASK 3 HYDROLOGIC AND HYDRAULIC MODELING

Contract for Services—Tetra Tech, Inc.
Lake Whatcom Subwatershed Master Plan-East Geneva
Stormwater runoff will be characterized using hydrologic and hydraulic (H&H) modeling to analyze the impacts of existing land use in the subwatershed. Flow generated from the hydrologic modeling will be used in the hydraulic modeling to identify flooding areas in the subwatersheds. The following subtasks will be performed to support the H&H modeling:

3.1 Develop a hydrologic model for the East Geneva Subwatershed using continuous simulation modeling

- Review and revise subbasin delineation for East Geneva Subwatershed.
- Sub-delineate subbasins into eight separate model subcatchments.
- Prepare impervious area coverage from aerial photography and onsite observations
- Analyze existing land use conditions. Existing land use will be based on on-site observations and aerial photography and impervious coverage. Measured continuous flow data is not available for this system so no calibration will be performed. Instead the hydrologic modeling will use regional runoff parameters developed for local areas with similar hydrologic characteristics.
- Compute flood-frequency for runoff from subwatersheds to identify peak storm events for use in the hydraulic modeling. Flood-frequency estimated for the 2-, 10-, 25-, 50, and 100-year return period.
- Extract representative hydrographs from long-term flow output record for 2-, 25-, and 100-year events. 100-year event hydrograph may be scaled from largest simulated event if the peak flow is less than the estimated 100-year peak flow value. Hydrographs will be developed for the existing land use condition.

3.2 Prepare system wide hydraulic models for two drainage networks using the EPA-SWMM model.

- Prepare EPASWMM models using inventory data collected as part of Task 3.
- Evaluate hydraulic system performance for 2-, 25-, and 100-year events for existing land use condition.
- Verify existing flooding problems and identify new flood problem areas.

3.3 Document H&H analysis

**Task 3 Deliverable:**

- One hydrologic models of eight subbasins for existing land-use
- Flood frequency of the subwatershed runoff
- Hydraulic models for two storm drainage systems
- Hydraulic performance evaluation for 2-, 25-, and 100-year design hydrographs for existing land use conditions
- Technical memorandum documenting H&H analysis.

**TASK 4 PROBLEM INVESTIGATION**

The methodology and results developed from the above subtasks will be reviewed to identify stormwater related problems for consideration in the subwatershed master plan report. The problem investigation task will include the following subtasks:

4.1 Assess previously identified stormwater-related problems documented in the Lake Whatcom Capital Projects Plan and the Lake Whatcom Comprehensive Stormwater Plan to identify unresolved issues. Tetra Tech will document and investigate additional stormwater problems identified in Task 1 Public Outreach, Task 2 Data Collection, and Task 3 Hydrologic and Hydraulic Modeling.

4.2 Attend two meetings with County agencies to collect information on known drainage problems in the subwatershed.

4.3 Document identification source, location, frequency of problem, responsibility, problem type, and a brief description in tabular format.

4.4 Identify how each problem will be resolved according to the following categories:

- No problem
- Small Works project
- Special Study
- Maintenance Action
- Not addressed in the plan
- Capital Project

Contract for Services—Tetra Tech, Inc.
Lake Whatcom Subwatershed Master Plan-East Geneva
4.5 Prepare a GIS based database of stormwater related problems.
4.6 Projects for stormwater related problems addressed with a Small Work project or a Capital Project will be developed in Task 5.

Task 4 Deliverable:

- Tabular summary of stormwater related problems and disposition.
- GIS database of stormwater related problems and disposition.
- Attendance at two meeting with County agencies.

TASK 5 CAPITAL PROJECT DEVELOPMENT

After gathering information on the existing drainage system and obtaining input from County staff, the project team will analyze characteristics of the system and recommend improvements to address system deficiencies and meet regulatory requirements.

5.1 Reevaluate capital projects developed under the Lake Whatcom Comprehensive Stormwater Plan and the Lake Whatcom Capital Project Plan. Identify projects from these reports that should be retained in the Stormwater Subwatershed Master Plan and document reasons for projects that are excluded.

5.2 Identify small-works projects that can be implemented by County crews. Small works projects are assumed to be projects with minimal engineering, design, and permitting requirements.

5.3 Develop capital projects that will solve problems identified in Tasks 2 and 4. Projects will consider traditional solutions such as the addition of catch basins to drain low spots, identifying new curb and gutter locations, or adding new pipelines where the existing drainage infrastructure is inadequate and will also consider low-impact development and green building techniques. It is anticipated that five new capital projects will be identified. Facility sizing may be performed using computer models developed as part of Task 4. Qualitative methods may be used where appropriate for relatively simple CIP configurations.

5.4 Prepare a cost estimate for each of the identified improvement projects. Unit costs will be estimated, in order of preference, based upon recent local bid tabs, regional unit cost summaries, and generalized unit costs. Land requirements and unit area costs will be included in the cost estimate for those facilities, such as regional or local detention sites, that compose an identified improvement.

5.5 Prepare two-page project summary sheets describing the proposed CIP project. Project summary sheets will include the following:
- Problem Description
- Project Description
- Concept Sketch where appropriate
- Cost Estimate
- Evaluation Summary

5.6 Prepare a GIS database of Capital Project locations.

Task 5 Deliverables:

- CIP project summary sheets
- Planning level project cost estimates for each identified project.
- GIS database of capital projects.

TASK 6 PROJECT PRIORITIZATION

Develop a project prioritization based on logical infrastructure development of new stormwater facilities and retrofitting existing drainage systems.

6.1 Develop an evaluation matrix specific to Lake Whatcom.

6.2 Prioritize and rank the identified improvement projects using the evaluation matrix.

Task 6 Deliverables:

- Project prioritization for current subwatershed plan
• Narrative describing combined prioritization process.

TASK 7  SUBWATERSHED MASTER PLAN
The methodology and results developed from the above subtasks will be compiled into draft chapters for the subwatershed master plan report to characterize drainage related environmental factors for the Lake Whatcom East Geneva Subwatershed Report content will draw extensively from the technical documentation prepared under each of the preceding tasks. The characterization chapters will include a description of subwatershed characteristics affecting stormwater runoff, system inventory, and identification of problems. The characterization will include the following:
7.1 Description of subwatershed characteristics including a description of the surface water system, topography, soils, wetlands, land use. Subwatershed characterization will be developed from existing published data sources.
7.2 Summary and disposition of the stormwater-related problems identified in Task 4.
7.3 Summary of Capital Project and prioritization developed in Tasks 5 and 6.
7.4 Up to ten report-sized map graphics.
The methodology and results developed from Tasks 1 – 6 and the subwatershed characterization will be compiled into the Lake Whatcom East Geneva Subwatershed Master Plan. It is assumed that the format of the master plan will follow the previously completed master plans for the Birch Bay watershed as a template. Key products developed from the preceding subtasks may be included as appendices when appropriate. The document is intended to pull together the analysis and procedures used to arrive at the ranked priority project list. The final plan will include the subwatershed characterization completed as part of Task 4. A SEPA checklist will be prepared to document the environmental impacts of the Lake Whatcom East Geneva Subwatershed Master Plan.
7.5 Prepare draft and final SEPA Checklist. It is assumed that no new analysis will be prepared to support the SEPA checklist documentation. Instead, analysis performed for this plan and earlier planning efforts is assumed to adequately characterize environmental impacts. SEPA checklist will be submitted to the County as an electronic copy of the draft SEPA checklist, in PDF format. A final SEPA checklist will prepared after incorporating County review comments.
7.6 Prepare Draft Lake Whatcom East Geneva Subwatershed Master Plan. An electronic copy, in PDF and WORD formats, will be submitted to the County for review.
7.7 Prepare Final Draft Lake Whatcom East Geneva Subwatershed Master Plan incorporating County comments. An electronic copy, in PDF and WORD formats, will be submitted to the County.

Task 8 Deliverables:
• Draft and Final SEPA Checklist
• Draft Lake Whatcom East Geneva Subwatershed Master Plan in electronic format.
• Final Lake Whatcom East Geneva Subwatershed Master Plan in electronic format.
• Final GIS shapefiles of drainage problems, CIP elements, and CIP locations.

TASK 9  PROJECT MANAGEMENT
The focus of this task is to maintain effective communication with the County’s Project Manager and County staff, manage the project budget, and coordinate the timing of all tasks within the project to ensure completion within the project schedule.
9.1 Prepare project plan defining staff responsibilities and schedules. Conduct a project start-up meeting involving key team members at Tetra Tech offices.
9.2 Ongoing project management and coordination with the project team. Management functions including coordinating labor, meeting key scheduling milestones, and maintaining budget occurs within this task.
9.3 Meetings between Tetra Tech and the County. Two meetings are budgeted involving two Tetra Tech employees for six hours each plus one hour of clerical support, per meeting.
9.4 Preparation of monthly progress reports which include a summary table comparing amount expended and remaining budget.
9.5 Quality assurance review conducted by a senior Tetra Tech engineer not associated with this project to review the technical content of the product.

Task 9 Deliverables:
• Project Instructions
• Schedule

Contract for Services—Tetra Tech, Inc.
Lake Whatcom Subwatershed Master Plan-East Geneva
Page 12

V2.0
- Monthly progress report and budget summary
- Coordination meetings
## EXHIBIT "B" (COMPENSATION)

### Price Proposal

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**Lake Whalom East Geneva Subwatershed Master Plan**

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### Budget Narrative

Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed, including mileage at the current IRS rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor’s expense.

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**Contract for Services— Tetra Tech, Inc.**

Lake Whatcom Subwatershed Master Plan-East Geneva

Page 0
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 AFFIRMATORY 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
Amis Risk Insurance Services West, Inc.
Los Angeles CA office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME
Amis Risk Insurance Services West, Inc.

PHONE (INC. NO. Ext): (866) 283-7122
FAX (INC. No.): (800) 363-0105

E-MAIL ADDRESS: insurancelad@amisrisk.com

ININSURER(S) AFFORDING COVERAGE NAIC #

INSURED
Tetra Tech, Inc.
1420 5th Avenue, Suite 650
Seattle WA 98101 USA

INSURER A: Lexington Insurance Company 19437
INSURER B: Zurich American Insurance Co 16535

REVISION NUMBER:

CERTIFICATE NUMBER: 570073376024

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insureds named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101): Additional Remarks Schedule, may be attached if more space is required.

WHATCOM COUNTY PUBLIC WORKS is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Whatcom County Public Works in accordance with the policy provisions of the General Liability and Professional Liability policies as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Whatcom County Public Works
Attn: Remy McConnell
Civic Center Annex
322 W Commercial Street, Suite 301
Bellingham WA 98225 USA

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
# WHATCOM COUNTY COUNCIL AGENDA BILL

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## TITLES OF DOCUMENT:
Interagency agreement between Whatcom County, Bellingham Technical College and Bellingham Fire Dept. (City of Bellingham) for the purposes of administering the countywide EMT-Paramedic School.

## ATTACHMENTS:
- Contract
- 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.)

Request authority for County Executive to enter into an interagency agreement between Whatcom County, Bellingham Technical College and the City of Bellingham for the purposes of administering the countywide EMT – Paramedic school program.

## COMMITTEE ACTION:

## COUNCIL ACTION:

<table>
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<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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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).
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

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<td>Contractor’s / Agency Name:</td>
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</table>

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

Is this the result of a RFP or Bid process? Yes ☒ No ☐ If yes, RFP and Bid number(s): Contract Cost Center: 130110 

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): |
| $ 56,000 + expenses |
| 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: This interagency agreement between Bellingham Technical College, Bellingham Fire Department and Whatcom County is for the provision of administering the EMT-Paramedic Program for the Countywide EMS system.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>Remain in effect – reviewed annually</th>
<th>Expiration Date:</th>
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</thead>
<tbody>
<tr>
<td>Contract Routing:</td>
<td>Date: 11/19/18</td>
<td>Date: 11/21/18</td>
</tr>
<tr>
<td>Prepaed by: TWH</td>
<td>Date: 11/20/18</td>
<td>Date: 11/24/18</td>
</tr>
<tr>
<td>Attorney signoff:</td>
<td>Date: 11/21/18</td>
<td>Date: 11/21/18</td>
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<td>AS Finance reviewed:</td>
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<td>Date: 11/21/18</td>
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<td>Date: 11/21/18</td>
<td>Date: 11/21/18</td>
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<tr>
<td>Contractor signed:</td>
<td>Date: 11-21-18</td>
<td>Date: 11/21/18</td>
</tr>
<tr>
<td>Submitted to Exec.:</td>
<td>Date: 11-21-18</td>
<td>Date: 11/21/18</td>
</tr>
<tr>
<td>Council approved (if necessary):</td>
<td>Date: 11/21/18</td>
<td>Date: 11/21/18</td>
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<tr>
<td>Executive signed:</td>
<td>Date: 11/21/18</td>
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</tr>
<tr>
<td>Original to Council:</td>
<td>Date: 11/21/18</td>
<td>Date: 11/21/18</td>
</tr>
</tbody>
</table>

Last edited 08/08/18
MEMORANDUM

TO: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
RE: Interagency Agreement for Paramedic Training
DATE: November 21, 2018

Enclosed are two (3) originals of an interlocal agreement between Whatcom County, Bellingham Technical College and the City of Bellingham for your review and signature.

- **Background and Purpose**
  With the successful passage of the EMS Levy, efforts have been made to fulfill the recommendations of the Funding Work Group (FWG) adopted by County Council in March, 2016. With unanimous approval of the EMS Oversight Board, a paramedic program was established between Whatcom County, Bellingham Technical College and the City of Bellingham (Bellingham Fire Department). The first quarter of the new Paramedic Course program began in October.

- **Funding Amount and Source**
  Maximum consideration of the contract is $56,000 annually plus reimbursable expenses. On September 25, 2018 the Whatcom County Council approved a budget supplemental ordinance (#2018-048) for the proposed paramedic training program.

- **Differences from Previous Contract**
  No previous contract.

Please contact Mike Hilley, EMS Managers at extension 5209 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
INTERAGENCY AGREEMENT
between
Bellingham Technical College
and
Bellingham Fire Department/City of Bellingham
and
Whatcom County Emergency Medical Services/Whatcom County

The City of Bellingham, through Bellingham Fire Department, (hereinafter the “Department”), Whatcom County, through Whatcom County Emergency Medical Services, (hereinafter the “County”), and Bellingham Technical College, (hereinafter the “College”), in consideration of the mutual covenants herein, agree as follows:

I. Purpose: This Agreement outlines the organization, responsibilities, and administration of the EMT-Paramedic Program conducted as a cooperative agreement between the Department, the County and the College.

II. Existing Agreement Terminated: The Department and the College entered into an Agreement (Contract #2017-0641), dated November 15, 2017, which is incorporated herein by reference. The parties agree that the November 15, 2017 Agreement should be terminated and replaced with this Agreement, which shall be effective on the date of the signature of the third party.

III. Program Administration: It is understood that the College, County and Department shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement will interfere with the employer/employee relationship or the functioning of the College, County and Department herein named. In compliance with applicable law and State records guidelines, both parties will maintain documentation and/or records relevant to the program in this Agreement.

IV. Financial Responsibility: Financial responsibility for the Paramedic training program shall be that of the County who manages the funding for the program. The County will budget all program costs, including but not limited to: instruction, administration, facilities, equipment, supplies, insurance, accreditation and salaries.

V. Financial Agreement: The County will pay the College $40,000.00 per one complete paramedic cohort program to be payable where one-half is paid when the Paramedic Training program is half-complete and the remaining second half is paid once the program has been completed for services rendered in accordance with this Agreement. All other expenses associated with the program, including the Medical Program Course Director/Training Physician’s salary of $16,000.00 per cohort, plus applicable benefits, shall be paid by the College and billed to the County for reimbursement.
VI. **Program Sponsorship:** The College shall be the sponsoring institution and, as such, the program will operate within the College’s appropriate policies and procedures.

VII. **Program Approval:** The program is approved through the Washington State Board for Community and Technical Colleges and the Washington State Department of Health. Accreditation is granted through the Commission on Accreditation of Allied Health Education Programs (CAAHEP).

VIII. **Responsibilities of the College:**
A. Provide oversight in verifying that the instructional process is conducted according to all required educational standards set forth by CAAHEP and Washington State Department of Health.

B. Obtain concurrence from the Department and County on the selection of the person to be appointed as the Medical Program Course Director/Training Physician. The Medical Program Course Director will be a licensed physician under RCW 18.71, and must meet all requirements of a Medical Program Course Director as defined in WAC 246-976-920.

C. The program will be operated within the parameters, policies, and procedures of the College. Students will receive all rights and privileges of College’s students and will be subject to all College procedures and policies.

D. Provide instructional evaluation of program faculty per CAAHEP requirements. The process will include evaluative data collected from student evaluations, the Medical Program Director/Training Physician, Medical Services Officer, and the College Supervisor.

E. Per State Vocational requirements, the College will approve the Paramedic Lead Instructor and faculty as vocational instructor(s).

F. Issue Certificates of Completion in Paramedic Training, to students who are deemed as successfully completing the program by the Department in accordance with CAAHEP standards.

G. Provide campus classroom and storage space as available.

H. Access to College’s simulation labs will be provided when available. Additional costs for any consumable supplies used and simulation lab staffing will be paid by College and billed to County for reimbursement.

I. Provide access to the College’s CANVAS eLearning tool.

J. Assist with application to CAAHEP for program accreditation within the following parameters:
i. Request accreditation services;
ii. Assist with self-study development;
iii. Assist with syllabi development; and
iv. Assist with required documentation to be kept by both College and Department.

K. Assign College supervisor to provide program oversight.

L. Establish invoicing procedures and policies.

M. Facilitate meetings of the Advisory Committee, meeting State Board guidelines.

N. Provide permanent repository for program records.

O. Maintain required student malpractice insurance when program is running.

IX. **Responsibilities of the Department:**

A. Obtain concurrence from the College and County on selection of the person to be appointed as the Paramedic Program Director. The Program Director will be a certified Paramedic, who has earned a bachelor’s degree or higher from an accredited institution.

B. Obtain concurrence from the College and County on selection of the person to be appointed as the Paramedic Lead Instructor. The Program Lead Instructor will be a certified Paramedic, who has earned an associate’s degree or higher from an accredited institution, and will meet all requirements for vocational instructor certification as defined in WAC 131.16.070-095.

C. The Paramedic Program Director and Paramedic Lead Instructor will report directly to the Department’s Medical Services Officer and will maintain their status as City of Bellingham employees while acting as the Paramedic Program Director and Lead Instructor.

**Responsibilities of the Paramedic Program Director:**

i. **Class Schedule:** Along with the Program Lead Instructor, develop and implement the class schedule in order to ensure that all program objectives are met. The class schedule shall be submitted to the Medical Services Officer (MSO), Medical Program Director/Training Physician, and College supervisor for approval.

ii. Meet monthly with College supervisor to review course and student progress and to address program instructional issues.

iii. Meet weekly with the Department’s MSO to review weekly class schedules, previous week accomplishments, discuss student progress, and other program maintenance issues.
iv. Review and obtain approval for all textbooks.

v. Select Adjunct Faculty: Identify and obtain prior approval for all adjunct program faculty from the Medical Program Director/Training Physician and the College supervisor. Curriculum Vitae for all adjunct faculty shall be provided to the College supervisor, as well as kept on file by the Program Director.

vi. Serve as the program liaison providing schedules and communication with all clinical sites.

Responsibilities of the Paramedic Lead Instructor:

i. Class Schedule: Along with the Paramedic Program Director, develop and implement the class schedule in order to ensure that all program objectives are met. The class schedule shall be submitted to the Medical Services Officer (MSO), Medical Program Director/Training Physician, and College supervisor for approval.

ii. Meet monthly with College supervisor to review course and student progress and to address program instructional issues.

iii. Meet weekly with the Department’s MSO to review weekly class schedules, previous week accomplishments, discuss student progress, and other program maintenance issues.

iv. Develop all quizzes and examinations based on the program curriculum. All quizzes and examinations shall be reviewed and approved by the Medical Program Director/Training Physician prior to administration.

v. Review and obtain approval for all textbooks.

D. Collaborate with the College in the development of the self-study for accreditation.

E. Complete the first step of the admissions process by identifying approved student candidates.

F. Facilitate clinical agreements between the College, the Department, and those sites participating in clinical oversight of the paramedic students.

G. Develop, revise and maintain all curriculums in accordance with state and national standards. Department will provide College with syllabi and schedule of classes using appropriate College forms and procedures.

H. Select Department sponsored students in the Paramedic program and provide College with appropriate admission and registration information and forms.

I. Enroll Department sponsored students and maintain enrollment/completion records; provide copies to College.

J. Provide classroom and storage space as necessary.
K. Schedule all classes, field experience and training activities. Provide copies of schedules to College.

L. Provide space and equipment for the program.

M. Collaborate with College on development of self-study for accreditation and provide information for accreditation application.

N. Complete Washington State Department of Health training program and course applications.

O. Maintain copies of program records.

P. Provide required records and program information to College for ongoing accreditation support.

Q. Participate on a regular basis, as a member of the advisory committee reviewing the program’s goals and progress, and make recommendations of needed changes, if any, to help insure its success.

X. Responsibilities of the County:

A. Develop and maintain budget for the Program expenses. Provide financial support to College as outlined in Section IV and V herein, including reimbursing the college for the salary and benefit costs of the Medical Program Director.

B. Reimburse the College for all consumable expenses including simulation lab supplies and the cost of required personnel to set-up and operate simulation practice lab sessions.

C. Reimburse the College for the cost of the Student Liability and Malpractice Insurance.

D. Communicate with the College regarding the accreditation process and provide support as necessary.

E. Select County sponsored students in the Paramedic program and provide College with appropriate admission and registration information and forms.

F. Enroll County sponsored students and maintain enrollment/completion records; provide copies to College.

G. Provide required records and program information to College for ongoing accreditation support.
H. Participate on a regular basis, as a member of the advisory committee reviewing the program’s goals and progress, and make recommendations of needed changes, if any, to help insure its success.

**XI. EMT-Paramedic Program Admission Procedures:** The EMT-Paramedic Program admission process will include two steps:

i. Eligible Department and County employees, meeting admission requirements as set forth in RCW 18.71.205 and WAC 246.976.041, will be considered for the program upon recommendation of the Department and County. Enrollment is not open to the public.

ii. All students accepted for admission must have current Emergency Medical Technician (EMT) certification and a high school diploma or equivalent as per Washington State Department of Health (DOH) guidelines.

**XII. Program Administration:**

College Supervisor: Therese Williams, Associate Dean, Bellingham Technical College, 3028 Lindbergh Ave., Bellingham, WA, 98225, (360) 752-8316, twilliams@btc.edu

Department Coordinator: Kristi Clift, Administrative Services Manager, Bellingham Fire Department, 1800 Broadway, Bellingham, WA, 98225, (360) 778-8413, kclift@cob.org

EMS Administration: Mike Hilley, EMS Manager, Whatcom County EMS, 800 Chestnut, Suite 3C, Bellingham, WA, 98225, (360) 927-1155, mhilley@co.whatcom.wa.us

**XIII. Nondiscrimination:** There will be no discrimination against any participant covered under the Agreement because of race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in programs or activities including employment, admissions, and educational programs.

**XIV. Liability:** Each party to this Agreement will be responsible for the negligent or willful acts or omissions of its own employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**XV. Term of the Agreement:** This Agreement will be reviewed by the parties annually and will remain in effect until such time that it is terminated by either party. Termination of this Agreement shall be effective thirty (30) days following written notice of termination provided by either party. If modifications to this Agreement are deemed necessary,
such changes shall be approved by the Department, County, and College, unless such modifications are required based on State, Federal or Local law.

XVI. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

**Authority:** The parties represented and covenant that they are authorized to sign as authorized agents of their respective college/agency.

ACCEPTED, agreed, and signed as of the date first set forth below

EXECUTED, this _____ day of ________________, 2018, for Bellingham Technical College:

Approved as to Form:

__________________________
Kimberly Perry, College President

Kerena Higgins, Assistant Attorney General
Assigned to Bellingham Technical College

EXECUTED, this _____ day of ________________, 2018, for City of Bellingham:

Department Approval:

__________________________
Mayor

Department Head

Attest:

__________________________
Finance Director

Office of the City Attorney

EXECUTED, this _____ day of ________________, 2018, for Whatcom County:

Department Approval:

__________________________
Jack Louws, County Executive

Department Head

Approved as to Form:

[Signature]
11/20/18

Office of Prosecuting Attorney, Civil Division
TITLE OF DOCUMENT:
Rental assistance contract between Whatcom County and Opportunity Council.

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

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.)

A contract with the Opportunity Council to fund housing assistance for people with criminal charges who are challenged with substance use disorders.

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: Opportunity Council – Criminal Justice Treatment Account Rental Assistance Contract

DATE: November 15, 2018

Enclosed are two (2) originals of a contract between Whatcom County and Opportunity Council for your review and signature.

- **Background and Purpose**

  Whatcom County seeks to increase housing opportunities for people with criminal charges who are challenged with Substance Use Disorders (SUD), are homeless or discharging from institutions, or who need a viable clean and sober living environment in order to maintain recovery. This contract will provide funding for rental assistance for people with co-occurring disorders (serious mental illnesses who have a SUD) as well as people with SUDs for up to six months.

- **Funding Amount and Source**

  Funding for this contract, in the amount of $76,643, is from the Criminal Justice Treatment Account (CJTA) through the Washington State Health Care Authority. These funds are included in the 2019 budget. Council approval is required as funding exceeds $40,000.

Please contact Jackie Mitchell at extension #6048 if you have any questions regarding this agreement.

Encl.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>85 Health</th>
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<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
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<tr>
<td>Contract or Grant Administrator:</td>
<td>Jackie Mitchell</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Opportunity Council</td>
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### Questionnaire

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<tr>
<th>Question</th>
<th>Answer</th>
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<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
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<td>Does contract require Council Approval? If No, include WCC:</td>
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<td>Already approved? Council Approved Date:</td>
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<td>CFDA#:</td>
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<td>In progress</td>
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<td>Is this the result of a RFP or Bid process? Contract Cost Center:</td>
<td>675600</td>
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<td>Is this agreement excluded from E-Verify? If no, include Attachment D Contractor Declaration form.</td>
<td>No ☐ Yes ☑</td>
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### Professional Services Agreement

- 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 Details

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<td>This Amendment Amount:</td>
<td></td>
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<td>Total Amended Amount:</td>
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### Summary of Scope

This contract will provide funding for rental assistance for people who with co-occurring or substance use disorders for up to 6 months.

### Term of Contract

- 6 months
- Expiration Date: 06/30/2019

### Contract Routing

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

Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:

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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.
CONTRACT FOR SERVICES AGREEMENT  
CJTA Rental Assistance

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

- General Conditions, pp. 5 to 11,
- Exhibit A (Scope of Work), pp. 12 to 14,
- Exhibit B (Compensation), p. 15,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2019.

The general purpose or objective of this Agreement is to provide rental assistance for people with co-occurring or substance use disorders, 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 $76,643.

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________, 2018.

CONTRACTOR:

Opportunity Council

[Signature]
Greg Winter, Executive Director

STATE OF WASHINGTON

COUNTY OF Whatcom

[Signature]

On this ___ day of November, 2018, before me personally appeared Greg Winter to me known to be the Executive Director of Opportunity Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Kaitlyn Miller
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 05/31/21.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date 1/3/18
Regina DeLamont, Director Date 1/5/18

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date 1/5/18

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom 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.

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

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.1 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: Not Applicable

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

- Property Damage per occurrence - $500,000.00 (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:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

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

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

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

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

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

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

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

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

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

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

Jackie Mitchell, Program Specialist
Whatcom County Health Department
509 Girard Street,
Bellingham, WA 98225
(360)778-8048
jmitchel@co.whatcom.wa.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration:
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 hereinafter, 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

I. Background

The purpose of this contract is to provide up to six months of rental assistance for people with substance use disorders (SUDs) who are in the criminal justice system. Whatcom County lacks housing assistance options for people with SUD who have criminal charges who are homeless and discharging from institutions, or who need a viable clean and sober living environment in order to maintain recovery.

The consequence of limited access to housing leaves people with SUDs at risk of relapsing and recycling through homelessness and the criminal justice system. This contract will provide people with SUDs (including people with co-occurring mental health disorders) access to rental assistance for up to six months.

II. Definitions

Criminal Justice Treatment Account (CJTA) — A fund designated by state law to treat certain non-violent drug offenders who have an SUD that if not treated is likely to result in addiction or is already addiction. Eligibility for CJTA is further described in the contract.
Co-Occurring Disorder (COD) — In this contract, COD is used to indicate instances where both mental health disorder and substance use disorders
Diagnostic and Statistical Manual 5 (DSM5) — The current standard manual used for the classification of and diagnosis of mental disorders.
Serious Mental Illness (SMI) — The term “serious mental illness” consists of DSM-5 diagnosed conditions such as bipolar disorder, schizophrenia, and schizoaffective disorder.
Recovery — A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA)
Release of Information (ROI) — This is written form for client consent to share information with other people or entities who are involved with the client’s care. ROIs are required by federal regulations such as 42 Part 2 CFR and by Health Insurance and Portability Act (HIPAA) and are designed to protect client confidentiality. (See the following links for more information: https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=42:1.0.1.1.2 and https://www.hhs.gov/hipaa/index.html)
Substance Use Disorder (SUD) — A diagnostic classification in the DSM-5 which combines substance abuse and addiction into a single disorder (or set of disorders) which is measured along a continuum from mild to severe depending on symptoms.
Rental Assistance — Funding provided to support rental needs for individuals served on this contract.
Substance Abuse and Mental Health Administration (SAMHSA) — A federal organization that provides funding, key policy decisions, oversight, data and information related to substance abuse and mental health issues and services.

III. Statement of Work

HL_010119_OC_CJTA_Rental_Assistance.docx
The Contractor will accept referrals from therapeutic court programs, mental health, and SUD case managers and treatment providers for people who have been identified as eligible for housing assistance under CJTA criteria noted below.

CJTA Eligibility Criteria:

Individuals qualify for housing under CJTA if they meet the following conditions:

1. Have a charge filed upon them by a prosecuting attorney in Washington State.
2. Be a Whatcom County Resident.
3. Have an SUD that might result in addiction, or which already meets criteria for addiction.
4. Have completed a course of SUD treatment and needs housing for up to six months (A waiver is required for extensions beyond six months).
5. Must be enrolled in an ongoing outpatient, case management or care coordination program throughout the course of their housing stay.
6. Qualify for income eligibility at or below 220% of Federal Poverty Level.

The Contractor will prioritize referrals in the following order:

1. Ground Level Response and Coordinated Engagement (GRACE) members, Mental Health Court members, Drug Court participants; or
2. Whatcom Community Detox or SUD treatment providers’ clients.

Referral Process:

Individuals who are screened and assessed by referents as eligible may be referred to the Contractor for rental assistance under CJTA. The Contractor shall work with the County and with referents on a screening form and a referral procedure. The Contractor shall ensure that each referent has a copy of the screening and eligibility criteria, and that referents submit documented eligibility and a release of information to the Contractor.

In addition, the Contractor shall participate in meetings designed to improve each of the following: the referral system, communication between community partners and discharge procedures. The Contractor will secure brief Memorandums of Agreements (MOA) with referents which outline the referral requirements and frequency of case management offered by referent during treatment and post discharge.

IV. Program Requirements

Allowable Expenses – Rental Assistance:
The Contractor shall issue rental assistance based on the following:

1. Monthly rent and utilities and any combination of first and last months’ rent for up to six (6) months.
a. The Contractor may grant a waiver for up to three months at a time, for up to six more months in total. The Contractor will work with the County to ensure criteria are in place for waiver standardization.

b. Rent may only be paid one (1) month at a time, although rental arrears, pro-rated rent and last month’s may be included with the first month’s payment.

2. Security deposits and utility deposits for a household moving into a new unit.

3. CJTA rental assistance may be used for move-in costs including, but not limited to, deposits and first month’s rent associated with housing, including project- or tenant-based housing.

4. Application fees, background and credit check fees for rental housing.

5. Lot rent for RV or manufactured home.

V. **Discharge**

Once the participant has departed from housing, regardless of the reason, the Contractor will secure a completed discharge form from the referent/case manager. The discharge form serves as a communication link to the Contractor to help manage rental assistance resources and will contain basic information for tracking outcomes. This form will be developed by the Contractor in partnership with the County within 60 days of the Contract execution.

VI. **Outcomes & Reporting Requirements**

The Contractor will work with the County to define the data and outcomes expected. The Contractor will submit a monthly report in a form provided by the County to the Contract Administrator by the 15th of the month after the month in which the services were provided. Data shall include the following information:

A. Housing need (for example homeless, lack of sober living environment, etc.);
B. Length of Stay;
C. Type of Housing entered into (i.e. clean and sober, permanent supportive housing, etc.);
D. Discharge type (Completed Stay, Found other housing, became independently wealthy, won the lotto, etc);
E. Readmission to Housing.

The Contractor is expected to provide rental assistance to approximately 22 individuals.
EXHIBIT “B”  
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed $76,643 is Criminal Justice Treatment Account (CJTA).

II. **Budget, Rates, and/or Allowable Costs:** The budget for this contract is from CJTA funds and is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Assistance—CJTA</td>
<td>Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment. For Rental Assistance-Rent Subsidy, itemize payee for-profit / non-profit status</td>
<td>$65,775</td>
</tr>
<tr>
<td>Coordinated Entry Staff time</td>
<td>Expanded GL Report for the period</td>
<td>2,406</td>
</tr>
<tr>
<td>Supplies, printing</td>
<td>Expanded GL Report for the period</td>
<td>250</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>68,431</td>
</tr>
<tr>
<td>Indirect Costs @ 12%</td>
<td>Per current cost allocation plan</td>
<td>8,212</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$76,643</td>
</tr>
</tbody>
</table>

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administration cannot exceed the current approved indirect cost allocation rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

III. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. The Contractor shall submit invoices to [include contract/PO #] HL-BusinessOffice@co.wahcong.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

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

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

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

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

**Producer:**
Hub International Northwest LLC  
110 Unity St.  
Bellingham WA 98225

**Insured:**
The Opportunity Council  
1111 Cornwall Ave Ste C  
Bellingham WA 98225-5039

**Certificate Number:** 783624507

<table>
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<th>Coverage</th>
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<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>PHPK18255531</td>
<td>$1,000,000</td>
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<tr>
<td>Umbrella Liability</td>
<td>PHUB830591</td>
<td>$10,000,000</td>
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</table>

**Description of Operations:**
Per policy forms and conditions: General Liability Deluxe Endorsement Human Services form PI-GLD-HS (10/11); Commercial Automobile Elite Endorsement form PI-CA-001 (09/15).
Regarding the Criminal Justice Treatment Account contract.

**Certificate Holder:**
Whatcom County  
509 Girard Street  
Bellingham WA 98225  
United States

**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.

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>Division Head:</td>
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<td>11/2/18</td>
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<td>12/4/18</td>
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</table>

**TITLE OF DOCUMENT:**
Behavioral Health Support Services Contract between Whatcom County and Northwest Youth Services

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

<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>( ) 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.)

Contract with Northwest Youth Services to provide partial funding to support two Clinical Care Managers for increased behavioral health services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Northwest Youth Services – Behavioral Health Support Services Contract
DATE: November 15, 2018

Enclosed is one (1) original of a contract between Whatcom County and Northwest Youth Services for your review and signature.

- Background and Purpose

  Whatcom County youth with mental health and/or substance abuse issues are at significant risk. The most recent Healthy Youth Survey reflects that over 80% of youth surveyed in Whatcom County report experiencing anxiety in the past 30 days. Within the surveyed group, one-third also reported depression, with nearly 20% reporting they have considered suicide. Additionally, nearly one in three youth report using alcohol in the past month, while one in four report using marijuana in that same time frame. Mental health and substance use are interrelated. Poor mental health can increase the risk of substance use and substance use has been shown to greatly increase rates of attempted suicide and completed suicide.

  The purpose of this contract is to provide partial funding for two full-time behavioral health positions working in conjunction with the federally funded Recovery-Oriented, Evidence-Based Practices, Viable Supportive Housing, Integrated Services, Vocational Development and Effective Engagement (REVIVE) program. These positions will add capacity to the REVIVE program and support more comprehensive behavioral health services within NWYS.

- Funding Amount and Source

  The source of funding for this contract, in an amount not to exceed $96,917 is the Behavioral Health Program fund. Funding for this contract is included in the 2019 budget. Council approval is required as funding for this contract exceeds $40,000.

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

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>85 Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>8550 Human Services / 855020 Mental Health</td>
</tr>
<tr>
<td>Contractor or Grant Administrator:</td>
<td>Perry Mowery</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Northwest Youth Services</td>
</tr>
</tbody>
</table>

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: ____________________________

Already approved? Council Approval Date: ____________________________

(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): 17-67

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):

$ 96,917

**This Amendment Amount:**

$ ____________________________

**Total Amended Amount:**

$ ____________________________

Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contracts 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:** This contract provides funding for two, full-time behavioral health positions working in conjunction with the REVIVE program.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>1 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date:</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

**Contract Routing:**

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

Date: 10/23/18
Date: 11/09/18
Date: 11/20/18
Date: 11/1/18
Date: 11/21/18
CONTRACT FOR SERVICES AGREEMENT
REVIVE Behavioral Health Services

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

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 10,
Exhibit B (Compensation), p. 11,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in this Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to fund supportive services to reduce risks associated with poor mental health and substance abuse 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 $96,917. 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 7 day of November, 2018.

CONTRACTOR:
Northwest Youth Services

[Signature]
Riannon Bardsley, Executive Director

STATE OF WASHINGTON
COUNTY OF Whatcom ss.

On this 7 day of November, 2018, before me personally appeared Riannon Bardsley to me known to be the Executive Director of Northwest Youth Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at
4002 NW Ave, Bellingham, WA 98226
My commission expires 6/21/22.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager
Date

Regina Delehant, Department Director
Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney
Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON    )
    ss
COUNTY OF WHATCOM      )

On this ______ day of ________, 2013, 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
Bellingham. My commission expires ________________

CONTRACTOR INFORMATION:

Northwest Youth Services
1020 N State Street
Bellingham, WA 98225
360-734-9862
riannonb@nws.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 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: Not Applicable

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (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:
if the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

Professional Liability - $1,000,000. per occurrence (this amount may vary with circumstances)

34.2 Industrial Insurance Waiver: Not Applicable

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 time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

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

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

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

36.1 Waiver of Noncompetition:
Not Applicable

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

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

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

Perry Mowery, Human Services Supervisor
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6059
PMowery@co.whatcom.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this...
Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

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

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

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

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

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

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

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 35.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

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

I. Background

The 2018 Whatcom County Point-in-time Homeless Count identified 150 individuals under the age of 18 as homeless. This was 18% of the total count. Homeless youth are at significant physical, mental, and emotional risk. Over 60% of Whatcom County youth surveyed in 2016 reported experiencing anxiety in the past 30 days with one third of the youth in that same time frame reporting depression. Nearly 20% of youth surveyed reported that they had considered suicide. Additionally, nearly one in three youth reported using alcohol in the past month, while one in four report use of marijuana in that same time frame. Mental health and substance use are interrelated. Poor mental health can and does increase the risk of substance use and substance use has been shown to greatly increase rates of attempted and completed suicides. Youth who use marijuana report nearly three times the amount of suicide contemplation, as well as suicide attempt. More broadly, many youth are struggling with issues that challenge their ability to connect and build resilience. About one in three (29%) of twelfth grade students reported “feeling more alone than not” in the past year, and only 28% of students reported feeling satisfied with their lives. While most are looking forward to the future, about 15% relayed low hope for the future (source: Health Youth Survey).

The services provided under this contract in conjunction with other supportive services occurring at Northwest Youth Services have been designed to reduce risks associated with poor mental health and substance use. Youth seeking care at Whatcom Northwest Youth Services (NWYS) struggle with a variety of stresses, traumas and anxieties.

Northwest Youth Services collaborates with at-risk youth by providing an array of support services aimed at fostering self-reliance. Individual counseling, group support, housing and employment services are some of the resources provided. In addition to their foundational services, NWYS has recently received a grant through the Substance Abuse Mental Health Services Administration (SAMHSA) which allowed the development of the Recovery-Oriented, Evidence-Based Practices, Viable Supportive Housing, Integrated Services, Vocational Development and Effective Engagement (REVIVE) project. REVIVE is a collaborative partnership between Northwest Youth Services (NWYS), Catholic Community Services (CCS) and Compass Health Whatcom (CHW) that augments the existing services provided to youth at NWYS.

The purpose of this contract is to provide partial funding to two full-time behavioral health positions working in conjunction with the REVIVE program. These positions will add capacity to the REVIVE program and support a comprehensive behavioral health program within NWYS.

II. Statement of Work

The contractor shall provide:

Two (2) FTE Mental Health Professionals (MHP) serving as Clinical Care Managers with a minimum of .5 FTE assigned to day shift and .5 FTE assigned to evening shift. MHPs shall have a Master’s level or higher education, with licensure or associate status in one of the following: Licensed Mental Health Counselor (LMHC), Licensed Marriage and Family Therapist (LMFT), Licensed Independent Clinical Social Worker (LICSW), Licensed Mental Health Counselor Associate (LMHCA) with an approved supervisor, Licensed Independent Clinical Social Worker Associate (LICSWA) with an approved supervisor. Approved supervisor for LMHCA and LICSWA is defined by RCW 18.225.090. MHPs practicing as Associates must maintain a copy of their clinical supervisor’s current license, certification, and/or approved supervisor agreement as a component of personnel record. Additionally, MHPs must have skills sufficient to ensure robust engagement with individuals accessing Northwest Youth Services aged 13 — 24.
MHP provided services and standards shall include, but are not limited to the following:

a. Screening and assessment of mental health issues
b. Developing formal individualized service plans as appropriate
c. Providing consultation for non-clinical NWYS staff working with youth including housing case managers
d. Ensuring youth are connected to treatment as indicated by assessment and individualized service plan
e. Referring youth to community based resources and programs outside of NWYS as individual needs are identified
f. Providing support and case management to assist in symptom stabilization and problem solving
g. MHPs shall abide by the professional standards and general requirements of their licensing authority while providing mental health services under this contract and adhere to the Codes of Ethics specific to their professional license(s).

The county will provide:

Funding to support .5 FTE of a day shift Clinical Care Manager position and .5 FTE of an evening shift Clinical Care Manager position for hours and services provided in Whatcom County.

II. Program Requirements

The contractor will:

a. Ensure all mental health services provided at NWYS are delivered by a qualified professional, as defined by WAC, who is properly credentialed to provide mental health or substance use disorder treatment in the state of Washington. The mental health professionals must demonstrate the ability, as a result of training and experience, to work effectively with youth and young adults, as well as a diverse population.
b. Ensure a system and protocol is in place to confirm all staff providing mental health services remain current and in good standing with licensure and supervision requirements consistent with RCW 18.225.010, including compliance with continuing education requirements.
c. Ensure documentation of mental health services is current and, at a minimum, meets WAC 246-809-035 requirements for clinical documentation
d. Ensure services comply with all state and federal laws regulating confidentiality, as relevant.

III. Reporting Requirements

Monthly reports will be submitted and include the following information:

a. Number of individuals who received mental health services from the staff funded through this contract
b. Day Shift Clinical Care Manager submit total hours worked in Whatcom County
c. Evening Shift Clinical Care Manager submit total hours worked in Whatcom County
d. Documentation of hours completed and location services were provided is required to receive payment.
EXHIBIT "B"
(COMPENSATION)

I. Source of Funding: The source of funding for this contract, in the amount not to exceed $96,917, is the Behavioral Health Program Fund.

II. Allowable Cost Budget: The annual budget is as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Care Managers</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>$88,106</td>
</tr>
<tr>
<td>Admin</td>
<td>10%</td>
<td>$8,811</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td><strong>$96,917</strong></td>
</tr>
</tbody>
</table>

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

III. Invoicing

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

2. The Contractor shall submit invoices to:

   Attention: Business Office – HL-BusinessOffice@co.whatcom.wa.us
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225

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

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

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

4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
EXHIBIT "C"
(INSURANCE)
Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date: 11/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONveys NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Risk Solutions</td>
<td></td>
</tr>
<tr>
<td>451 Diamond Drive</td>
<td></td>
</tr>
<tr>
<td>Ephrata, WA 98823</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
</tr>
<tr>
<td></td>
<td>American Alternative Insurance Corporation, et al.</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
</tr>
<tr>
<td></td>
<td>American Alternative Insurance Corporation, et al.</td>
</tr>
<tr>
<td>INSURED</td>
<td>PROPERTY</td>
</tr>
<tr>
<td></td>
<td>American Alternative Insurance Corporation, et al.</td>
</tr>
<tr>
<td>Northwest Youth Services</td>
<td></td>
</tr>
<tr>
<td>1155 N. State Street, Suite 700</td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td></td>
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<tr>
<td></td>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
</tr>
<tr>
<td></td>
<td>Princeton Excess and Surplus Lines Insurance Company</td>
</tr>
</tbody>
</table>

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>N1-A2-RL-0000013-09</td>
<td>09/18/2018</td>
<td>06/01/2020</td>
<td>PER OCCURRENCE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>OCCURRENCE FORM</td>
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<td></td>
<td>PER MEMBER AGGREGATE</td>
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<td>INCLUDES STOP GAP</td>
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<td></td>
<td>PRODUCT-COMPANY</td>
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<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
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<td>ANNUAL POOL AGGREGATE</td>
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<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td>ANY AUTO</td>
<td>N1-A2-RL-0000013-09</td>
<td>09/18/2018</td>
<td>06/01/2020</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$2,000,000</td>
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<td></td>
<td>ANNUAL POOL AGGREGATE</td>
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<tr>
<td>PROPERTY</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N1-A2-RL-0000013-09</td>
<td>09/18/2018</td>
<td>06/01/2020</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL</td>
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<td></td>
<td>EARTHQUAKE PER OCC</td>
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<td></td>
<td>FLOOD PER OCC</td>
<td>EXCLUDED</td>
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<td></td>
<td>ANNUAL POOL AGGREGATE</td>
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<tr>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
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<tr>
<td></td>
<td>N1-A3-RL-0000060-09</td>
<td>09/18/2018</td>
<td>06/01/2020</td>
<td>PER CLAIM</td>
<td>$2,000,000</td>
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<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$40,000,000</td>
</tr>
</tbody>
</table>

Regarding Agreement to fund supportive services to reduce risks associated with poor mental health and substance abuse. Whatcom County is named as Additional Insured regarding this Agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPPIP retained limit is primary and non-contributory. Waiver of transfer of rights endorsement is attached.

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.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County</td>
<td></td>
</tr>
<tr>
<td>311 Grand Avenue</td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td></td>
</tr>
</tbody>
</table>

3478285
AMERICAN ALTERNATIVE
INSURANCE COMPANY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Non Profit Insurance Program (NPIP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number</td>
<td>Endorsement Effective</td>
</tr>
<tr>
<td>N1-A2-RL-0000013-00</td>
<td>6/1/2018</td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County
311 Grand Avenue
Bellingham, WA 98225

Regarding Agreement to fund supportive services to reduce risks associated with poor mental health and substance abuse. Whatcom County is named as Additional Insured regarding this Agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory. Waiver of transfer of rights endorsement is attached.

A. With respects to the General Liability Coverage Part only, the definition of insured in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an Insured the Person or Organization shown in the above Schedule. Such Person or Organization is an Insured only with respect to liability for Bodily Injury, Property Damage, or Personal and Advertising Injury caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional Insured are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.
WAIVER OF TRANSFER OF RIGHTS AND RECOVERY AGAINST OTHERS TO US

<table>
<thead>
<tr>
<th>Named Insured</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Profit Insurance Program (NPIP)</td>
<td></td>
</tr>
<tr>
<td>Policy Number</td>
<td>Endorsement Effective</td>
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<tr>
<td>NT-A2-RL-0000013-09</td>
<td>6/1/2018</td>
</tr>
</tbody>
</table>

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Name of Person or Organization: As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or Your Work done under contract with that person or organization. This waiver only applies to the person or organization shown in the Schedule above; however, this waiver does not apply if the injury or damage is due to the sole negligence of such scheduled person or organization.

All other terms and conditions remain unchanged.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TWH</td>
<td></td>
<td>11/20/18</td>
<td></td>
<td>12.4.18</td>
<td>FINANCE/Council</td>
</tr>
</tbody>
</table>

Division Head:
Dept. Head:
Prosecutor: COQ 11/20/18
Purchasing/Budget: 11/20/18
Executive: 11/27/18

TITLE OF DOCUMENT:
Contract agreement between Whatcom County and Domestic Violence and Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence.

ATTACHMENTS:
Contract
Memo

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

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

Request authority for County Executive to enter into a contract between Whatcom County and Domestic Violence and Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence.

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.
MEMO:

TO: Whatcom County Council
DATE: November, 20, 2018
FROM: Tawni Helms, Administrative Coordinator
RE: Domestic Violence and Sexual Assault Services Contract

Background and Purpose:
The Bellingham-Whatcom County Commission Against Domestic Violence was established under Whatcom County Code 2.108. The purpose of the Commission is to provide leadership in the community’s effort to reduce and prevent domestic violence.

This contract for services helps fund the administrative, management and support services of the Domestic Violence and Sexual Assault Services. The Domestic Violence Commission will cultivate strong relationships with agencies, institutions, individuals and the community as a whole. Host trainings and conferences, conduct focus groups and utilize research and date to identify new and effective approaches to evaluate project outcomes. They will coordinate public outreach and education. They will work with schools and support community efforts to for effective and accessible domestic violence perpetrator treatment.

Funding Amount and Source:
The 2019-2020 budget has allocated $60,000 for each year for a total of $120,000 for the biennium budget term. Funding source is the General Fund.

Requested Action:
Seeking Council approval for the 2 year agreement with the Domestic Violence and Sexual Assault Services.
Originating Department: Executive Office
Division/Program: (i.e. Dept. Division and Program) Non-Departmental
Contract or Grant Administrator: Tawni Helms, Admin. Coordinator
Contractor’s / Agency Name: Domestic Violence and Sexual Assault Services

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval? If No, include WCC:</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Is this a grant agreement? If yes, grantor agency contract number(s):</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFDA#:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded? If yes, Whatcom County grant contract number(s):</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this the result of a RFP or Bid process? Contract Cost Center: 4050</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify? If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below:</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional services agreement for certified/licensed professional.</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract work is for less than $100,000.</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract work is for less than 120 days.</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interlocal Agreement (between Governments).</td>
<td>☒</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract for Commercial off the shelf items (COTS).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work related subcontract less than $25,000.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works - Local Agency/Federally Funded FHWA.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Contract Amount: $120,000
This Amendment Amount: 
Total Amended Amount: 

Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, 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: This two year agreement between Whatcom County and Domestic Violence and Sexual Assault Services is for support of the Bellingham Whatcom County Commission Against Domestic Violence.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>2 year Agreement</th>
<th>Expiration Date:</th>
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<tbody>
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<td>Contract Routing:</td>
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Last edited 08/08/18
CONTRACT FOR SERVICES
DOMESTIC VIOLENCE & SEXUAL ASSAULT SERVICES
for the Bellingham-Whatcom County Commission Against Domestic Violence

Domestic Violence & Sexual Assault Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 10.
Exhibit A (Scope of Work), pp. 11 to 12.
Exhibit B (Compensation), pp. 13.

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

The term of this Agreement shall commence on the 1st day of January, 2019, regardless of the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to support the Bellingham Whatcom County Commission Against Domestic Violence, 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 shall not exceed $60,000 for year one (2019) and $60,000 for year two (2020) for a total not to exceed $120,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:
Domestic Violence & Sexual Assault Services

__________________________
Karen Burke, Executive Director, DVSAS

STATE OF WASHINGTON
) ss.
COUNTY OF ________________

On this ___ day of __________, 20___, before me personally appeared Karen Burke, to me known to be the Executive Director of Domestic Violence & Sexual Assault Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________
NOTARY PUBLIC in and for the State of Washington, residing at ___________________. My commission expires __________.
AND:
Domestic Violence Commission

Susan Marks, Director, DV Commission

STATE OF WASHINGTON )
COUNTY OF ________________ ) ss.

On this _____ day of __________, 20___, before me personally appeared Susan Marks, to me known to be the Director of Domestic Violence Commission and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Approved as to form:

________________________ 11/20/18
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:
Domestic Violence Commission
Susan Marks, Director
1407 Commercial St.
Bellingham, WA 98225
Contact Phone: 312-5700 Ext. 202
Contact FAX: 312-5770
Contact Email: smarks@dvcommission.org
Contract for Services
Domestic Violence & Sexual Assault Services
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.
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:
When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor’s Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily Injury- $1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit “C”. This insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

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

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

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

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

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

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

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

36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

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

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive’s Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225
37.2 **Notice:**
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 **Certification of Public Works Contractor's Status under State Law:**
Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 **Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:**
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at [http://epis.armet.gov/](http://epis.armet.gov/).

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](http://www.uscis.gov)

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

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

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

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

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

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

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

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

d. Arbitration:
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions 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)

1. Background
The Bellingham-Whatcom County Commission Against Domestic Violence was established under Whatcom County Code (2.108). The purpose of the Commission is to provide leadership in the community's effort to reduce and prevent domestic violence. The Commission Against Domestic Violence is made up of twenty-eight members from a variety of community sectors. Commission members are leaders in their agencies and disciplines, and use their expertise and influence to improve the community response to domestic violence. Whatcom County will reimburse Domestic Violence & Sexual Assault Services (DVSAS) for services provided in support of the Bellingham Whatcom County Commission Against Domestic Violence. Once accomplished, deliverables should be itemized on invoice.

II. Statement of Work

A. **Domestic Violence & Sexual Assault Services (DVSAS) – Administrative Support**
Domestic Violence & Sexual Assault Services will provide administrative support and space for DV Commission staff and members, including:
- Fiscal oversight, accounting services, payroll, and employee benefits
- Reception services
- Office space, equipment, office supplies
- Information technology support, including telephone, internet, and server
- Management of personnel files, and personnel policies and procedures
- Liability insurance

The county's portion of the divorce filing fee intended for Domestic Violence Prevention Services will be used to pay for these services in compliance with RCW 70.123.020.

B. **Domestic Violence Commission (DVC) - Administrative**
Administrative - The DV Commission Executive Committee and Director will be responsible for:
- Developing and monitoring budgets, and ensuring appropriate use of DV Commission finances
- DV Commission staff, including hiring, supervising, setting salaries, and conducting evaluations
- Leading and providing oversight to development and implementation of the DV Commission’s mission, strategic plan, and projects.

C. **Domestic Violence Commission (DVC) – Deliverables**
The Commission will seek the following deliverables in support of the Commission’s goals:
- Connect institutions, stakeholders, and communities to collectively increase understanding and effectiveness of community responses for sexual and domestic violence
- Transform systems to ensure best practice prevention and responses for sexual and domestic violence
- Foster safety, well-being, and justice for survivors and communities

I. **General**
- Host engaging Commission meetings with opportunities for learning, collaboration, and implementing meaningful change
- Maintain communications including website and social media
- Nurture partnerships and solidarity with grassroots and culturally-specific organizations
- Serve as a member on Lummi Domestic Violence Task Force, Project Safer, Domestic Violence Resource Network, and other related community efforts
- Seek and include survivor input at various stages and elements of Commission initiatives
II. Education and data
   • Provide annual presentations for elected officials in all jurisdictions in Whatcom County on local incidence rates, impact on local communities, and local resources to increase safety, justice, and access
   • Seek opportunities to promote and leverage the DV Toolkit for Faith Communities with at least 3 new faith communities
   • Seek opportunities to promote and leverage the DV in the Workplace policies and procedures with at least 3 new workplaces
   • Promote and support attendance of local professionals at related trainings and events, including: Lummi Victims of Crime Annual Conference; Washington State Coalition Against Domestic Violence (WSCADV) Annual Conference; and annual King County DV Symposium.
   • Develop and publicize an annual report that includes local data on incidents and impacts of domestic and sexual violence, data on high risk domestic violence, and
   • Develop and publicize data and on domestic and sexual violence and vulnerable populations, along with practices to reduce impacts and increase access locally; data to include: impact of immigration policy on reporting of DV/SA; impact of homelessness on vulnerability to DV/SA; gender biases in responses to DV/SA, especially related to alcohol/substance use, including impacts on identification of predominant aggressors, and victim defendants; and data and stories on local missing and murdered indigenous women

III. Children & Youth
   • Host a Youth Summit for at least 100 high school students from Whatcom County to learn about consent, sexual assault, bystander intervention, and local resources
   • Develop tools for schools and community professionals to include information about healthy relationships and consent in related youth prevention effort, and engage in dialogue about these topics with youth
   • Support increased school partnerships with culturally-specific supports and activities, including Lummi Victims of Crime and Queer Youth Project
   • Develop and support adoption of K-12 prevention and response policies in Blaine, Ferndale, and Mt. Baker School Districts
   • Develop Safe Futures Toolkit to support implementation of prevention and intervention efforts in additional school districts
   • Host a full-day training for at least 20 elementary and secondary school and community counselors
   • Facilitate and support attendance of school and community staff at relevant local and national trainings
   • Engage school and youth program staff in participating in learning community on restorative justice to address DV/SA, with at least 5 professionals in these roles attending

IV. Legal & justice systems
   • Develop a strategic plan that prioritizes recommendations from the Whatcom County National Sexual Assault Demonstration Audit, including recommendations from 2007 Domestic Violence Audit of the Whatcom County Prosecutor’s Office
   • Develop processes for streamlining and enhancing community coordinated response communications and meetings to improve case outcomes and reduce trauma for survivors, including: Sexual Assault Response Team (SART), DV High Risk Team (DVHRT), and DV/SA case consultation meetings
   • Provide community education about and conduct case reviews of local domestic violence homicides as applicable
   • Host a series of local trainings about sexual assault to be attended by at least 15 law enforcement, 6 prosecutors, 6 forensic nurses, and 12 advocates on topics including: forensic interviewing, jury selection, and use of expert witnesses
   • Explore barriers that occur when legal systems need interpretation/translation to engage with local survivors, and identify local options for increasing access
   • Host a learning community about the use of restorative justice to address domestic and sexual violence cases, with at least 10 local legal professionals participating in a series of 6 educational opportunities
   • A minimum of 1 staff and 3 members participate in DVSAS's steering committee to implement, oversee, and assess its DV offender treatment program

Increase understanding of barriers to safety and justice for Native survivors due to limitations on tribal jurisdictions placed by the Violence Against Women Act (VAWA), and identify local options for increasing access
EXHIBIT B
(COMPLEMENTATION)

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is $60,000.00 for year one (2019) and $60,000.00 for year 2 (2020).

Allowable expenses include reimbursement for items listed below that can be directly linked to services rendered as described in Exhibit A (Scope of Work). Receipts required for all reimbursement.

**Domestic Violence & Sexual Assault Services**
(Overhead expenses incurred by the Domestic Violence & Sexual Abuse Services as outlined in Exhibit E Budget)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fees (to be billed at 10% of DV Commission Salaries)</td>
<td>$ 7,157</td>
</tr>
<tr>
<td>Occupancy</td>
<td>$ 1,177</td>
</tr>
<tr>
<td>Telephone/Internet</td>
<td>$ 360</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$ 230</td>
</tr>
<tr>
<td>Postage</td>
<td>$ 15</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>$ 430</td>
</tr>
<tr>
<td><strong>DVSAS Subtotal</strong></td>
<td><strong>$ 9,369</strong></td>
</tr>
<tr>
<td><strong>Domestic Violence Commission</strong></td>
<td></td>
</tr>
<tr>
<td>Actual personnel costs for dedicated Domestic Violence Commission staff (payroll records required)</td>
<td>$42,281</td>
</tr>
<tr>
<td>Supplies (copies, printing/publications, website, office supplies, equipment, membership/dues)</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Travel/Training incurred by Domestic Violence Commission</td>
<td>$ 2,500</td>
</tr>
<tr>
<td>Meeting expenses incurred by Domestic Violence Commission when appropriate for facilitation</td>
<td>$ 500</td>
</tr>
<tr>
<td>Promotion</td>
<td>$ 850</td>
</tr>
<tr>
<td>Professional Services acquired by Domestic Violence Commission</td>
<td></td>
</tr>
<tr>
<td><strong>DVC Subtotal</strong></td>
<td><strong>$50,631</strong></td>
</tr>
</tbody>
</table>

**Total budget allowed for each year of 2019-2020 agreement** $60,000

Compensation will be paid as reimbursement only upon receipt of invoice sent to the Whatcom County Executive, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 detailing allowable expenditures as outlined in Exhibit A.

Invoices will include documentation demonstrating completion of deliverable(s) and receipts as appropriate including registration fees or other documentation of professional training expenses. Travel reimbursement must include dates of travel, starting point, destination and purpose of travel. Lodging and meal costs shall not exceed the U.S. General Services Administration domestic Per Diem Rates (www.gsa.gov) specific to location. Mileage will be reimbursed at the current GSA rate (www.gsa.gov).

Domestic Violence and Sexual Assault Services will provide the Whatcom County Executive Office with monthly invoices which include the DV Commission's monthly activities. The DV Commission will provide the Whatcom County Executive and Council members with annual activity reports on progress of scope and deliverables stated above, and including county-wide data related to domestic violence (including high-risk domestic violence).
EXHIBIT D
E-Verify Declaration

Firm Name: __________________________________________

Proposal/Bid/Invitation/Solicitation No. __________________________

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

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

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

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

DATE: __________________________________________

SIGNATURE: _______________________________________

PRINTED NAME: ___________________________________
## 2019 DRAFT Operational Budget - DV Commission

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>$60,000</td>
</tr>
<tr>
<td>Whatcom County</td>
<td>$60,000</td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>$5,000</td>
</tr>
<tr>
<td>US DOJ Grants</td>
<td>$-</td>
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<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$125,000</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>General</th>
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<tbody>
<tr>
<td><strong>Personnel</strong></td>
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<tr>
<td>Salaries</td>
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<td>Benefits</td>
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<td>Payroll Taxes</td>
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<td>Retirement</td>
<td>$2,969</td>
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<tr>
<td><strong>TOTAL PERSONNEL</strong></td>
<td>$92,531</td>
</tr>
</tbody>
</table>

| **Travel and Training**   |         |
| Professional Development  | $6,000  |
| Travel/Mileage            | $700    |
| **TOTAL TRAVEL & TRAINING**| $6,700  |

| **Equipment and Facility**|         |
| Non-Capitalized Equipment | $1,000  |
| Occupancy Costs           | $2,353  |
| Telephone/Internet        | $780    |
| **TOTAL EQUIPMENT & FACILITY**| $4,133 |

| **Supplies**              |         |
| Office Supplies           | $960    |
| Postage                   | $90     |
| Conferences/Trainings/Meetings | $1,500 |
| **TOTAL SUPPLIES**        | $2,550  |

| **Other**                 |         |
| Insurance                 | $860    |
| Membership/Dues           | $500    |
| Printing/Publications     | $1,000  |
| Promotion                 | $1,805  |
| Professional Fees - DVSAS Admin Support | $7,421 |
| Consultants/Professional Fees - General | $7,500 |
| **TOTAL OTHER**           | $19,086 |
| **TOTAL EXPENSES**        | $125,000|
**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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</thead>
<tbody>
<tr>
<td>Division Head: Mark Personius</td>
<td></td>
<td>11-20-18</td>
<td></td>
<td>12/4/2018</td>
<td>Council</td>
</tr>
<tr>
<td>Dept. Head: Mark Personius</td>
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<td>11-20-18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor: Royce Buckingham</td>
<td></td>
<td>11-21-18</td>
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<td>Purchasing/Budget: Brad Bennett</td>
<td></td>
<td>11-26-18</td>
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<tr>
<td>Executive: Jack Leow</td>
<td></td>
<td>11-27-18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT**: Contract with Community Attributes Inc. for professional services relating to the new Buildable Lands Program.

**ATTACHMENTS:**
1. Memorandum
2. Contract Information Sheet
3. Proposed Contract for Services

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

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

The Washington State Legislature approved a bill (ESSSB 5254) in the 2017 legislative session establishing new land use planning requirements for Whatcom County and the cities. The County and cities will now be required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions may need to take reasonable measures to address the situation. This process will include developing County-wide Planning Policies, data collection, research, and developing methods to conduct the buildable lands evaluation.

The State Legislature allocated funds to Whatcom County for state fiscal year 2019 (July 1, 2018 – June 30, 2019) in association with the new Buildable Lands Program requirements. The County and cities have jointly agreed to use $78,500 from the state grant for consultant assistance. This contract between Whatcom County and Community Attributes Inc. is for professional services related to the Buildable Lands Program in the amount of $78,500.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**
AB2018-189

**Ordinance or Resolution Number:**

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

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

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Contract with Community Attributes related to Buildable Lands Program

DATE: November 20, 2018

---

▪ Background and Purpose

The Washington State Legislature approved a bill (ESSSB 5254) in the 2017 legislative session establishing new land use planning requirements for Whatcom County and the cities. The County and cities will now be required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions may need to take reasonable measures to address the situation. This process will include developing County-wide Planning Policies, data collection, research, and developing methods to conduct the buildable lands evaluation.

▪ Funding Amount and Source

The State Legislature allocated $225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 – June 30, 2019) in association with the new Buildable Lands Program requirements. These funds will be used for reimbursing County staff time, reimbursing city expenses, and consultant work. The County and cities have jointly agreed that $78,500 from the state grant would be utilized for consultant assistance. Therefore, we are proposing to contract with Community Attributes Inc. to provide assistance with the new Buildable Lands Program.

Thank you for your review and consideration of the proposed contract for consultant services between Community Attributes Inc. and Whatcom County. We look forward to discussing it with you.

Encl.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Planning & Development Services  
**Division/Program:** Long Range Planning  
**Contract or Grant Administrator:** Matt Aarnot  
**Contractor's / Agency Name:** Community Attributes 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:  
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)  
**Already approved? Council Approved Date:**  

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

**Is this contract grant funded?**  
Yes [ ] No [ ]  
If yes, Whatcom County grant contract number(s): 201806017  

**Is this contract the result of a RFP or Bid process?**  
Yes [ ] No [ ]  
If yes, RFP and Bid number(s): 18-47  
**Contract:**  
**Cost Center:** 2527  

**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)  
$ 78,500.00  
**This Amendment Amount:**  
$  
**Total Amended Amount:**  
$

**Summary of Scope:**

**Term of Contract:** 12/12/18-06/30/19  
**Expiration Date:** 6/30/19

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

**Date:**  
11/14/2018

**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% 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.
Community Attributes Inc. Contract for Services

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

- General Conditions, pp. 1 to 6.
- Exhibit A (Scope of Work), pp. 7 to 9.
- Exhibit B (Compensation), pp. 10 to 10.
- Exhibit C (Certificate of Liability Insurance).

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

The term of this Agreement shall commence on the 12th day of December, 2018, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2019.

The general purpose or objective of this Agreement is to: provide professional services relating to the new buildable lands program, 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 $78,500.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 20 day of November, 2018.

CONTRACTOR:

Community Attributes Inc.

[Signature]

Chris Mefford, President and CEO

STATE OF WASHINGTON

COUNTY OF [King] ss.

On this 20 day of November, 2018, before me personally appeared [Chris Mefford] to me known to be the [President] (title) of [Community Attributes Inc.] (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA. My commission expires July 17, 2020

Contract for Services Agreement
Community Attributes Inc

Page 1
WHATCOM COUNTY:
Recommended for Approval:

Department Director Date
1/20/18

Approved as to form:

Prosecuting Attorney Date
1/21/18

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON } ss
COUNTY OF WHATCOM }

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

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

CONTRACTOR INFORMATION:

Community Attributes Inc.

Mailing Address: 500 Union Street, Suite 200, Seattle, WA 98101

Contact Name: Chris Mefford, President & CEO

Contact Phone: 206-523-6683

Contact FAX: 866-726-5717

Contact Email: chris@communityattributes.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 **Extension:** Not Applicable

11.1 **Termination for Default:** Not Applicable

11.2 **Termination for Reduction in Funding:** Not Applicable

11.3 **Termination for Public Convenience:** Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

22.1 **Withholding Payment:** Not Applicable

23.1 **Labor Standards:** Not Applicable

Contract for Services Agreement
Community Attributes Inc

Page 3

V2.0
30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

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

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

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

31.1 **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:** Not Applicable

32.1 **Confidentiality:** Not Applicable

33.1 **Right to Review:** Not Applicable

34.1 **Proof of Insurance:** Professional Liability - $1,000,000 per occurrence

34.2 **Industrial Insurance Waiver:** Not Applicable

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Mark Personius, Director, Whatcom County Planning & Development Services.

37.2 Notice: Not Applicable

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

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

38.3 E-Verify: Not Applicable

38.4 State Not Liable: The State Department of Commerce and the State of Washington are not liable for claims or damages arising from the consultant’s performance of this contract.

38.5 County-State Contract: The consultant shall follow all applicable terms of the Interagency Agreement with Whatcom County through Washington State Department of Commerce Local Government Division Growth Management Services for the 2018 Buildable Land Grants (July 1, 2018).
40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

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

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

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

Task 1. Team Meetings and Project Management

1.1 Project Team Meetings
CAI will meet with the client in person monthly, pending alignment with trip efficiencies for additional outreach, to review progress and next steps throughout the project.

1.2 Biweekly Project Check-ins
Between in person meetings, CAI’s Project Manager will schedule and complete biweekly check-in phone calls with the client’s project manager. Calls are intended to address immediate issues in coordinating current tasks.

1.3 Monthly Invoicing and Progress Reports
CAI will prepare and provide progress reports to accompany monthly invoices, to track progress against the contract scope of work, as well as ongoing tasks and immediate next steps. Monthly invoices will categorize all expenses in accordance with Attachment B of the Interagency Agreement with Whatcom County through Washington State Department of Commerce Local Government Division Growth Management Services for the 2018 Buildable Land Grants (July 1, 2018).

Meetings: Six in-person meetings, coordinated with other trips for outreach, as possible
Deliverables: Monthly invoices and progress reports
Schedule: January through June

Task 2. Key Issues Research

2.1 Literature Review
CAI will conduct research on topics with important implications for the buildable lands report, including land use, development regulations, infrastructure, housing affordability, residential and commercial development needs, and market factors.

2.2 Key Issues Report
CAI will prepare a report with key findings from the research under 2.1 and their implications for the buildable lands report.

Deliverables: Draft & Final Key Issues Report (D5)
Schedule: January through June
Task 3. Outreach to Cities and Stakeholders

3.1 City staff and leadership interviews
CAI will interview city staff and community group leaders with insights and perspectives on data capabilities and buildable lands concerns, supplemented by email surveys and correspondence.

3.2 Technical Committee Meetings
CAI will bring leaders from cities countywide together with county staff to meet throughout the project to discuss findings, challenges and approaches to buildable lands.

Meetings: Three technical committee meetings in Whatcom County
Deliverables: Summary of Stakeholder Interviews (D1)
Schedule: Complete by April 30, 2019

Task 4. Countywide Planning Policies (CPPs)

4.1 CPPs Review and Discussion
CAI will review State Buildable Lands Guidelines and examples of fully updated CWPPs for Review and Evaluation Programs (“Buildable Lands”). Based on this research and previous stakeholder interviews, CAI will prepare draft CWPPs establishing the Buildable Lands Program for review by the City/County Planner Group.

4.2 CPP Revisions
CAI will work with the City/County Planner Group to revise the draft CPPs to produced revised CPPs suitable for adoption.

Deliverables: Draft & Final Countywide Planning Policies (D4)
Schedule: Complete by May 30, 2019

Task 5. Buildable Lands Program Data Reporting Tool

5.1 Data Reporting Plan
CAI will propose draft recommendations for data reporting tools, reflecting insights gained from Tasks 2-4. CAI will review a draft plan with County staff and city stakeholders to make improvements for implementation.

5.2 Data Reporting Tool Development
CAI will develop and implement a data reporting tool for use by local jurisdictions to collect, organize and report annual data related to achieved development densities and land suitable for development. CAI will design a tool that fits the resource constraints and meets project goals. The tool may be a spreadsheet, a web-based tool, or other, as appropriate.
5.3 Jurisdiction Training
CAI will conduct trainings on the new tool with key County and city staff. The number and format of training sessions will be determined once the data reporting tool is designed.

Deliverables: Draft & Final Buildable Lands Program Data Collection & Reporting Tool (D2)
Schedule: Complete by April 30, 2019

Task 6. Whatcom County Buildable Lands Program Draft Methodology

6.1 Review State Buildable Lands Guidelines and County Land Capacity Detailed Methodology
CAI will review the updated State Buildable Lands Guidelines to inform Whatcom County’s approach. CAI will also review the 2015 Whatcom County Land Capacity Detailed Methodology and make recommendations on how to integrate this methodology with the new draft Buildable Lands methodology.

6.2 Dispute Resolution Methods
CAI will develop methods to resolve disputes among jurisdictions and resolve inconsistencies in collection and analysis of data.

6.3 Develop Draft Buildable Lands Methodology
CAI will prepare a draft Buildable Lands methodology that is both consistent with State guidelines and meets the County and Cities’ needs, as established in previous tasks.

Deliverables: Draft coordination and dispute resolution methods (D3), Draft & Final Whatcom County Buildable Lands Methodology (D6)
Schedule: Complete by June 30, 2019

Deliverables Summary
- D1. Summary of Stakeholder Interviews
- D2. Draft & Final Buildable Lands Program Data Collection & Reporting Tool
- D3. Draft coordination and dispute resolution methods
- D4. Draft & Final Countywide Planning Policies
- D5. Draft & Final Key Issues Report
- D6. Draft & Final Whatcom County Buildable Lands Methodology
SCHEDULE AND BUDGET

CAI will accomplish the above scope of work no later than June 30, 2019. Any schedule adjustments will be discussed jointly throughout project work with County staff and CAI.

CAI will deliver the above services on a time and materials basis, as scoped, for $78,500. CAI’s 2018 billing rates are attached. These rates may be increased in 2019, subject to approval of Whatcom County Planning and Development Services. CAI’s rates for many staff many increase in 2019. Typical average fee increases per year range from 2.5% to 5.0%, firm-wide.

COMMUNITY ATTRIBUTES 2018 HOURLY RATES

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Mefford</td>
<td>President &amp; CEO</td>
<td>$295.00</td>
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<tr>
<td>Spencer Cohen</td>
<td>Senior Economist</td>
<td>$202.50</td>
</tr>
<tr>
<td>Tim McIlhenny</td>
<td>Data Systems Developer</td>
<td>$162.50</td>
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<tr>
<td>Bryan Lobel</td>
<td>Senior Planner</td>
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<tr>
<td>Elliot Weiss</td>
<td>Project Manager</td>
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<tr>
<td>Diana Haring</td>
<td>Senior Data Systems Analyst</td>
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<tr>
<td>Michaela Jellicoe</td>
<td>Economics Analyst</td>
<td>$127.50</td>
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<tr>
<td>Maeve Edstrom</td>
<td>Information Design Manager</td>
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<tr>
<td>Kristina Gallant</td>
<td>Planning Analyst</td>
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<td>Madalina Calen</td>
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<tr>
<td>Carrie Schaden</td>
<td>Data Systems Analyst</td>
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<tr>
<td>Maureen McLennon</td>
<td>Information Designer</td>
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<tr>
<td>Zack Tarhouni</td>
<td>Economics Analyst</td>
<td>$70.00</td>
</tr>
</tbody>
</table>
Exhibit C

Certificate of Insurance
# Certificate of Liability Insurance

**Certificate Number:**

**Revised Number:**

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

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**

Insureon (BIN Insurance Holdings LLC.)
30 N. LaSalle, 25th Floor, Chicago, IL 60602

**Insured:**

Community Attributes Inc.
1411 4th Ave Ste 1401, Seattle, WA 98101-2223

## Coverages

**Type of Insurance**

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<tr>
<th>Type of Insurance</th>
<th>Issue Date</th>
<th>Expiration Date</th>
<th>Policy Number</th>
<th>Policy Exp.</th>
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<td>2/25/2019</td>
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<tr>
<td>Automobile Liability</td>
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<td>2/25/2019</td>
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<tr>
<td>Workers Compensation</td>
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<td>4MEC-B52EY2 (cancelled)</td>
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<td>Professional Liability</td>
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**Description of Operations/Locations/vehicles:**

ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

**Certificate Holder:**

Whatcom County
5280 Northw Dr Bellingham, WA 98226

**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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**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tr>
<td>Originator:</td>
<td>TWH</td>
<td>11/20/18</td>
<td></td>
<td>12/4/18</td>
<td>FINANCE/Council</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>11/21/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>11/21/18</td>
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<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td>11/27/18</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract agreement between Whatcom County and Northwest Regional Council to support Meals on Wheels services.

**ATTACHMENTS:**

Contract
Memo

SEPA review required?  ( ) Yes  ( X ) NO

SEPA review completed?  ( ) Yes  ( X ) NO

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

Requested Date:

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

Request authority for County Executive to enter into a contract between Whatcom County and Northwest Regional Council to support Meals on Wheels Services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
RE: Northwest Regional Council
DATE: November 20, 2018

Enclosed are two (2) originals of a contract for services agreement between Whatcom County and the Northwest Regional Council for your review and signature.

▪ **Background and Purpose**
Whatcom County provides support to the Northwest Regional Council for the Meals on Wheels meal program. It is expected that 3,900 meals will be served annually to eligible Whatcom County residents. Clients are assessed for eligibility, vulnerability, food security and nutritional risk by a registered dietitian. Meals on Wheels provides one nutritious meal per day, tailored to meet Daily Recommended Intakes of the average senior (age 51-70+).

▪ **Funding Amount and Source**
Maximum consideration of the contract is $120,000. Annual payments are: $60,000 each year of the 2019-2020 biennium. The funding source is General Fund.

▪ **Differences from Previous Contract**
There is no change from the previous 2017-2018 contract.

Please contact Tawni Helms at extension 5208 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Executive Office  
**Division/Program:** Non-Departmental  
**Contract or Grant Administrator:** Tawni Helms, Administrative Coordinator  
**Contractor’s / Agency Name:** NWRC, Meals on Wheels

**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):  

**Is this the result of a RFP or Bid process?** Yes ☐ No ☒  
If yes, RFP and Bid number(s):  
Cost Center: 4240

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

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

**Contract Amount:** (Sum of original contract amount and any prior amendments): $120,000  
**This Amendment Amount:**  
**Total Amended Amount:**  

Council approval required for: all property leases, contracts or bid awards **exceeding** $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, 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:** Service Agreement between Whatcom County and Northwest Regional Council to support Meals on Wheels Services.

**Term of Contract:** 2 years  
**Expiration Date:** 12/31/2020

- **Last edited:** 08/08/18

### Event Dates
- **Date:** 11/20/2018  
- **Date:** 11/21/18  
- **Date:** 11/21/18  
- **Date:** 11/21/18

**Contract Routing:**
- 1. Prepared by: twh
- 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:  

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CONTRACT FOR SERVICES
NORTHWEST REGIONAL COUNCIL - MEALS ON WHEELS

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

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), p. 10,
Exhibit B (Compensation), p. 11,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to support Meals on Wheels Services as administered by Northwest Regional Council, as more fully and definitively described in Exhibit A 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 $120,000 ($60,000 for year one (2019) and $60,000 for year two (2020). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ______ day of __________________, 20____.

CONTRACTOR:
Northwest Regional Council

________________________
Dan Murphy, Executive Director

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this ______ day of __________________, 20____, before me personally appeared Dan Murphy, to me known to be the Executive Director of Northwest Regional Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

________________________ My commission expires ____________________.
WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date 11-21-18

Approved:
Accepted for Whatcom County:

By: _________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

NORTHWEST REGIONAL COUNCIL

Dan Murphy, Executive Director

600 Lakeway Drive
Bellingham, WA 98225

Contact Phone: 360.676.6749
Contact Fax: 360.738.2451

Contract for Services
Northwest Regional Council – Meals on Wheels
Series 00-09: Provisions Related to Scope and Nature of Services

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

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.

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.

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.

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.

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.

Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury- $1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit “C”. This insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

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

Defense & Indemnity Agreement:
Contract for Services
Northwest Regional Council – Meals on Wheels

v 1.0

Page 5
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 of any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

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

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Tawni Halms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law:
Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.
The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epsf.arnet.gov/.

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

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

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

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

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

42.1 **Disputes:**

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

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

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

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

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

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

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

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
Funds will be used by Northwest Regional Council for support services for the Meals on Wheels meal program:

**Meals on Wheels Program**

It is expected that this $120,000 funding support will be used to support the health and independence of more than 500 of Whatcom County’s most vulnerable seniors by delivering nutritionally balanced meals to their homes and providing nutrition education and social services referrals annually for 2019 and 2020 respectively for eligible Whatcom County residents. The cost of these meals is budgeted at approximately $2.56 per meal. Meals on Wheels provides one nutritious meal per day, tailored to meet Daily Recommended Intakes of the average senior (age 51-70+). Each client is assessed for eligibility, vulnerability, food security and nutritional risk by our registered dietitian. If needed the participant may be referred to appropriate services to assure the senior can remain independent. In addition, the senior has contact with either a volunteer delivery driver or a staff member at least weekly. Some of participants are recovering from an illness or returning home after a stay in a nursing facility or hospital and need meals for a short time while recovering. The Meals on Wheels program allows the majority of our participants to remain in their homes an average of 5 years before needing to move to a skilled nursing facility.

The Nutrition Program is extremely cost effective, 83% of our staff are unpaid volunteers. We have 70 dedicated volunteers helping prepare, serve and deliver meals.

With a 14% increase in meals delivered through the last contract term, the $120,000 from Whatcom County will help us reach goals to increase food security, keep individuals independent, increase nutritive intake of home bound individuals and improve the quality of lives of seniors in Whatcom County.

**Goal: Increase Food Security:**
The delivery of the meal to a person’s home decreases the incidents of missed or skipped meals. Meals on Wheels provides nutrient dense meals for participants who otherwise are unable to purchase nutritionally acceptable foods due to lack of adequate income. 50% of our participants will have increased Food Security.

**Goal: Remain independent:**
Receiving Meals on Wheels eliminates nearly all the steps between shopping and eating. Preparing meals can pose a physical and cognitive challenge for seniors. Receiving a prepared meal removes a huge burden for some individuals. Since our program is closely tied to the aging network, we refer individuals to other community services as needs are identified during assessments by our registered dietitian. 100% of our participants will be able to remain independent and in their own homes while participating in the program.

**Goal: Increase Nutrient Intake:**
Individuals receiving Meals on Wheels eat more fruits, vegetables, whole grains, calcium enriched foods and high protein foods. Participants meet or exceed the Daily Recommended Intakes (DRI’s) for most nutrients. Participants’ nutritional risk scores decrease the first year on the program. Nutritional risk scores are directly related to eating more fruits, vegetables, calcium enriched foods and high protein foods. 80% of our participants’ diets will contain more servings of fruits, vegetables, calcium enriched foods and higher protein foods than when they entered the program.
The maximum consideration for this contract is $120,000 ($60,000 for year one (2019) and $60,000 for year two (2020). The Contract Number shall be included on all billings or correspondence.

NWRC will submit invoices to the Whatcom County Executive’s office (no more frequently than one time per month). Invoices will detail services provided by NWRC for the Meals on Wheels Program for seniors in Whatcom County, as outlined in Exhibit A.

With each invoice submitted to Whatcom County, NWRC will include receipts or copies of invoices paid by NWRC showing services provided and, where applicable, the number of individuals served.
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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<td>11/27/18</td>
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### TITLE OF DOCUMENT:

Contract agreement between Whatcom County and Washington State Office of Public Defense for grant funding.

### ATTACHMENTS:

Contract
Memo

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

Request authority for County Executive to enter into a contract between Whatcom County and the Washington State Office of Public Defense for grant funding.

### COMMITTEE ACTION:

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

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

To: Whatcom County Council Members
From: Starck Follis, Director, Whatcom County Public Defender’s Office
Subject: Washington State Office of Public Defense grant funding
Date: November 21st, 2018

BACKGROUND
Each year the Public Defender’s office receives grant funds from the Washington State Office of Public Defense (pursuant to Chapter 10.101 RCW) in order to cover two attorney positions in the Whatcom County Public Defender’s Office. The grant is based on the amount of felony filings and therefore fluctuates from year to year.

For 2019, the Office of Public Defense proposes to provide $196,141.00 to the Whatcom County Public Defender’s Office; however, the cost of the two attorney positions comes to $247,178.00. Therefore, we are asking for cost sharing in the amount of $51,037.00 to cover the gap.

ACTION:
The County Executive requests council review and approval of this grant award and additional County contribution in the amount of $51,037.00.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

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<thead>
<tr>
<th>Originating Department:</th>
<th>Public Defender’s office</th>
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<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Click here to enter text.</td>
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<tr>
<td>Contractor or Grant Administrator:</td>
<td>Julie Wiles</td>
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<td>Contractor’s / Agency Name:</td>
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<th>Is this a New Contract?</th>
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<td>If No, include WCC:</td>
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<tr>
<td>Already approved? Council Approved Date:</td>
<td>(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
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<table>
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<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ☒ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☐ Yes ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
</tr>
</tbody>
</table>

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

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

$ 196,141.00

This Amendment Amount: 

$ 

Total Amended Amount:

$ 

**Summary of Scope:** Legal representation of indigent clientele. Funding will be utilized to provide public defense through the Whatcom County Public Defender’s Office for adult felony, adult misdemeanor and juvenile offender cases.

**Term of Contract:** 01/01/2019 to 12/31/2019

<table>
<thead>
<tr>
<th>Expiration Date:</th>
<th>12/31/19</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contract Routing:</th>
<th>1. Prepared by: Julie Wiles</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Attorney signoff:</td>
<td>McAlde</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date: 11/20/18</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date: 11/21/18</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>Date: 11-21-18</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date: 11-21-18</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
</tr>
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<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

*Last edited 02/15/18*
# FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<table>
<thead>
<tr>
<th>1. Recipient – RCW 10.101.070 Funds</th>
<th>2. Recipient Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County</td>
<td>Starck Follis</td>
</tr>
<tr>
<td>215 N Commercial Street</td>
<td>Director</td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td>Whatcom County Public Defender</td>
</tr>
<tr>
<td></td>
<td>215 N Commercial Street</td>
</tr>
<tr>
<td></td>
<td>Bellingham, WA 98225</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Office of Public Defense (OPD)</th>
<th>4. OPD Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>711 Capitol Way South, Suite 106</td>
<td>Joanne I. Moore</td>
</tr>
<tr>
<td>PO Box 40957</td>
<td>Director</td>
</tr>
<tr>
<td>Olympia, WA 98504-0957</td>
<td>Office of Public Defense</td>
</tr>
<tr>
<td></td>
<td>711 Capitol Way South, Suite 106</td>
</tr>
<tr>
<td></td>
<td>PO Box 40957</td>
</tr>
<tr>
<td></td>
<td>Olympia, WA 98504-0957</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Distribution Amount</th>
<th>6. Use Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>$196,141</td>
<td>January 1, 2019 through December 31, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Purpose</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 10.101 RCW county distributions are</td>
<td>statutory formula distributions for the</td>
</tr>
<tr>
<td>statutory formula distributions for the</td>
<td>purpose of improving the quality of public</td>
</tr>
<tr>
<td>purpose of improving the quality of public</td>
<td>defense services in Washington State</td>
</tr>
<tr>
<td>defense services in Washington State counties.</td>
<td></td>
</tr>
</tbody>
</table>

The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2019 and end December 31, 2019. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.

---

FOR THE RECIPIENT

Jack Louws, Whatcom County Executive

FOR OPD

Joanne I. Moore, Director

Date

Approved as to form:

[Signature]

Civil Deputy, Prosecuting Attorney Date
November 15, 2018

Starck Follis
Director
Whatcom County Public Defender
215 N Commercial Street
Bellingham, WA 98225

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Mr. Follis:

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.070 Public Defense Grant funds to Whatcom County. The award is $196,141 for use in calendar year 2019.

Enclosed is a short Interagency Agreement for your review and signature by an authorized representative of Whatcom County. The signed Interagency Agreement should be returned to OPD by December 21, 2018. A conformed copy will be sent to you for your records. A copy of OPD’s policy on authorized uses is enclosed.

The funds will be provided by paper check and mailed to you in early January 2018. The check will be issued to the entity corresponding to the Statewide Vendor Number that you provided in your application earlier this year, SWV0002435-57. If you want the check issued under a different Statewide Vendor Number, or if you want the check mailed to a different person or office, please let us know. If Whatcom County uses state BARS coding, these grant funds should be received under BARS revenue code 336.01.28.

Chapter 10.101 RCW requires counties awarded funds to demonstrate that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the funds received are used to make appreciable demonstrable improvements in the delivery of public defense services.

Please take note that RCW 10.101.050 states in part, “Each individual or organization that contracts to perform public defense services for a county or city shall report to the county or city hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases.” From a review of Whatcom County’s grant application, it appears that the County does not require this reporting of its contract attorneys. OPD recommends that Whatcom County takes steps to implement this process consistent with state statute. Please let us know whether we can provide any assistance to help you implement this practice.

In addition, we wanted to bring attention to two items in your application pertaining to the Washington Supreme Court’s Standards for Indigent Defense (Standards). First, the Standards establish annual caseload limits, which include “sentence violations.” (Standard 3.3). The Standards also set guidelines for developing case weighting policies. It appears from Whatcom County’s grant application that probation violation cases are weighted as a fraction of a case, yet the County does not have an official case weighting policy (application questions 2.2 and
2.3. We recommend that you review local practices in light of the Standards, and please feel free to contact our office if we can be of assistance.

Second, Whatcom County’s application states in question 5.19 that no one is ensuring that private attorneys who contract for public defense services have filed certifications. Court rules regarding the appointment of counsel (CrR 3.1, CrRLJ 3.1, and JuCR 9.2) state that before appointing an attorney to represent indigent defendants or juveniles, "the court shall require the lawyer to certify to the court that he or she complies with the applicable Standards for Indigent Defense Services." The Standards further specify that signed certifications "must be filed by an appointed attorney by separate written certification on a quarterly basis in each court in which the attorney has been appointed as counsel." We recommend that Whatcom County reviews local practices in light of these rules. Please feel free to contact our office if we can be of assistance.

We look forward to working with you and hope to visit your program during the year. If you have any questions, please feel free to contact Katrin Johnson at (360) 586-3164 ext. 108.

Sincerely,

Joanne Moore, Director

cc:  Presiding Superior Court Judge Deborra Garrett
     Presiding District Court Judge David M. Grant

Enclosures
WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

COUNTY/CITY USE OF STATE PUBLIC DEFENSE FUNDING
(as amended June 2008)

State funds disbursed to counties and cities pursuant to Chapter 10.101 RCW cannot be used to supplant local funds that were being spent on public defense services prior to the initial disbursement of state funds. State funds must be spent to improve the quality of legal representation directly received by indigent defendants. The funds cannot be spent on purely administrative functions. Following are guidelines regarding permitted use of state public defense funds.

1. State public defense funding under Chapter 10.101 RCW may be used in the following ways:

   a) Additional investigator services
   b) Additional expert services
   c) Creation of a public defense office
   d) New quality monitoring by an attorney coordinator who can act as a legal supervisor for the attorneys providing public defense (but non-attorney administrative employees of the county or city are not an approved use of funds)
   e) Computers or access to electronic legal research systems for public defenders
   f) Increase in public defense attorney compensation
   g) Provision of public defense services at first appearance calendars (or increase of first appearance services if public defenders are already provided)
   h) Addition of more attorneys to lower public defense caseloads
   i) Addition of social worker services to assist public defense attorneys
   j) Direct training costs to train public defense attorneys
   k) Evaluations of defendants for sentencing options, such as drug evaluations, SSOSA, DOSA
   l) Provision of internet connectivity (e.g. wireless) for public defense attorneys
   m) Provision of interpreter services for attorney-client interviews and communication (but in-court interpreter appointments required under Chapter 2.43 RCW are not an approved use of funds)

2. State public defense funding under Chapter 10.101 RCW may not be used in the following ways:

   a) Supplanting county or city funds used for public defense services prior to the initial disbursement of state funds to the county or city
   b) Billing or other administrative costs incurred by the county or city in administering the public defense program
   c) Indigency screening
   d) County, city or court technology systems or administrative equipment
   e) County or city attorney time, including advice on public defense contracting, except as provided in Section 1(d) above.
SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT
   The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.
   a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
   b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. DISTRIBUTION AMOUNT
   The Distribution Amount is one hundred ninety-six thousand, one hundred forty-one and 00/100 Dollars ($196,141) to be used for the purpose(s) described in the USE OF FUNDS below.

3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)
   a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
   b. Funds cannot be spent on purely administrative functions or billing costs.
   c. Funds cannot be used for indigency screening costs.
   d. Funds cannot be used for county or court technology systems or administrative equipment.
   e. Funds cannot be used for county attorney time, including advice on public defense contracting.

4. USE OF FUNDS
   a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
   b. Recipient agrees to use the funds for the following purpose:
      i. Increase and/or sustain additional attorneys to reduce public defense caseloads.
   c. Recipient agrees to use the funds in calendar year 2019. If Recipient is unable to use the funds in 2019, the Recipient agrees to notify OPD to determine what action needs to be taken.
   d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

5. ORDER OF PRECEDENCE
   In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
   • Applicable federal and state of Washington statutes, regulations, and court rules
   • Special Terms and Conditions
   • General Terms and Conditions
GENERAL TERMS AND CONDITIONS

1. ALL WRITINGS CONTAINED HEREBIN
   This Agreement contains all the terms and conditions agreed upon by the parties. 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.

2. AMENDMENTS
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.
   The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, and government services, and telecommunications.

4. ASSIGNMENT
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. ATTORNEY'S FEES
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. CONFORMANCE
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST
   In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. 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 hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION
   To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. LAWS
    The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS
    During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE
    In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.
13. **RECORDS MAINTENANCE**
   The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

14. **RIGHT OF INSPECTION**
   At no additional cost all records relating to the Recipient’s performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**
   If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **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.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

- **Originating Department:** Public Defender’s office

- **Division/Program:** Click here to enter text.

- **Contract or Grant Administrator:** Julie Wiles

- **Contractor’s / Agency Name:** Washington State Office of Public Defense

---

**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):** ICA19315  CFDA#

**Is this contract grant funded?**
- Yes ☒
- No ☐

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

---

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

**If yes, RFP and Bid number(s):**

**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):**

$ 196,141.00

**This Amendment Amount:**

$ 0.00

**Total Amended Amount:**

$ 0.00

---

**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:** Legal representation of indigent clientele. Funding will be utilized to provide public defense through the Whatcom County Public Defender’s Office for adult felony, adult misdemeanor and juvenile offender cases.

---

**Term of Contract:** 01/01/2019 to 12/31/2019  **Expiration Date:** 12/31/19

---

**Contract Routing:**

1. Prepared by: Julie Wiles

2. Attorney signoff:

3. AS Finance reviewed: MCaldwell

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 02/15/18

282
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Date Received in Council Office: 12/04/2018</th>
</tr>
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<tbody>
<tr>
<td>Division Head:</td>
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<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
<td>11/26/18</td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>11/20/18</td>
</tr>
<tr>
<td>Executive:</td>
<td>11/27/18</td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Multiple Fiber Optic Lease Agreements

ATTACHMENTS:

1. Cover Memo on Contract
2. Contract Information Sheet
3. Service Order

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

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

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

Request approval for the County Executive to enter into an agreement between Whatcom County and Wave Business Solutions, LLC (Wave) for a five year lease for fiber optic connectivity from the Courthouse to multiple county buildings: Forest Street Annex, Parks Headquarters, Sheriff’s Office Jail Work Center, Sheriff’s Office Laurel and Sheriff’s Office Barkley. This includes monthly fees of $3,106 (including applicable fees and taxes) for a total amount over five years of $186,360

COMMITTEE ACTION: |

COUNCIL ACTION: |

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

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

<table>
<thead>
<tr>
<th>Originationing Department:</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program:</td>
<td>AS-IT-Technology</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Perry Rice – IT Manager</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Wave Business Solutions, LLC</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes ☒ No ☐  
If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☒  
Original Contract #: 5 Contracts: #200702005 (Parks), #200705008-2 (Forest), #200809002-1 (Division), #201201021 (Barkley), 201306014-1 (Laurel)  

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

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

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

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

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

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 on 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): $3,106/mo. (Including applicable fees & taxes)  
Total: $186,360 over five years  

**This Amendment Amount:**  

<table>
<thead>
<tr>
<th>Total Amended Amount:</th>
</tr>
</thead>
</table>

**Council approval required for:**  
-all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater,  
except when:  
1. Exercising an option contained in a contract previously approved by the council.  
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.  
3. Bid or award is for supplies or equipment included approved in the budget.  
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.  

**Summary of Scope:**  
Request approval for the County Executive to enter into an agreement between Whatcom County and Wave Business Solutions, LLC (Wave) for a five year lease for fiber optic connectivity from the Courthouse to multiple county buildings: Forest Street Annex, Parks Headquarters, Sheriff’s Office Jail Work Center, Sheriff’s Office Laurel and Sheriff’s Office Barkley. This includes monthly fees of $3,106 (including applicable fees and taxes) for a total amount over five years of $186,360.  

**Term of Contract:** Term: 5 Years with Auto-Renewal  
Expiration Date:  
Until vacated by either party  

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

**Date:**  
- Date: 11/20/2018  
- Date: 11/26/18  
- Date: 11/24/18  
- Date: 11/20/18  
- Date: 11/26/18  
- Date:  
- Date:  
- Date:  
- Date:  

*Last edited 10/31/16*
MEMORANDUM

TO: Jack Louws, County Executive
    Whatcom County Council

FROM: Perry Rice, IT Manager

RE: Fiber Optic Lease Agreement Renewal for Five County Buildings

DATE: November 26, 2018

Enclosed for your consideration is the proposed Dark Fiber Optic Lease agreement between Whatcom County and Wave Business Solutions, LLC (Wave) for connectivity from the Courthouse to five county buildings. This agreement terminates five existing lease agreements and consolidates the fiber optic connectivity for these five buildings into a single new agreement.

• Background and Purpose

Whatcom County currently has five lease agreements in place with Wave for fiber optic connectivity to the following buildings:

- Forest Street Annex: Contract #200705008-2
- Parks Headquarters: Contract #200702005
- Sheriff Jail Work Center: Contract #200809002-1
- Sheriff Laurel Substation: Contract #201306014-1
- Sheriff Barkley: Contract #201201021

These agreements were originally entered into with WDH Black Rock, LLC (Black Rock) and have been auto-renewing at historic rates without price increases for the past five to eleven years. Wave acquired Black Rock in 2013 and recently notified Whatcom County that new terms and conditions are needed for these services. The consolidation of these contracts results in a monthly rate of $392 per month per fiber circuit. The $392 per month rate is significantly lower than their current monthly government rate of $700 per month for new contracts.

These fiber optic circuits provide the County Data Network (file services, print services, telecommunications, servers, etc.) to each building and in some cases the Facilities Network (proximity lock, security video and HVAC). Wave is a sole source vendor since it has fiber optic infrastructure directly connected to the Courthouse Data Center.

Additional information for each fiber optic circuit is provided in the attached table titled "Whatcom County Dark Fiber Optic Lease Agreements with WAVE".
• **Funding Amount and Source**

    The total amount of this consolidated agreement over the initial 60 month service term is $186,360 ($3,106 per month) which includes applicable fees and taxes.

    There are multiple sources of funding for this consolidated agreement that include the Parks Department base budget, all department base budgets for common charges and the Sheriff’s Office base budget.

• **Contact Information**

    Please contact Perry Rice at x5235 if you have any questions or concerns regarding the terms of this consolidated agreement.
## Proposed Lease Renewals

<table>
<thead>
<tr>
<th>Destination Building</th>
<th>Dark Fiber Circuit ID</th>
<th>Circuit Strands</th>
<th>Contract</th>
<th>Current Monthly Amount</th>
<th>Actual Taxes/Fees 13%</th>
<th>Total Actual Monthly Amount</th>
<th>New Monthly Amount</th>
<th>Estimated Taxes/Fees 13%</th>
<th>Total Estimated Monthly Amount</th>
<th>Amount Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Street Annex</td>
<td>CID-110 (Data / Facilities)</td>
<td>2</td>
<td>2007 (#200705008-2)</td>
<td>$173</td>
<td>$23</td>
<td>$196</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$248</td>
</tr>
<tr>
<td>Parks</td>
<td>CID-1153 (Data)</td>
<td>2</td>
<td>2007 (#200702005)</td>
<td>$336</td>
<td>$44</td>
<td>$380</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$63</td>
</tr>
<tr>
<td>Sheriff - Laurel Substation</td>
<td>CID-5319-1 (Data)</td>
<td>1</td>
<td>2013 (#201306014-1)</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$0</td>
</tr>
<tr>
<td>Sheriff - Work Center</td>
<td>CID-481 (Data)</td>
<td>2</td>
<td>2008 (#200809002-1)</td>
<td>$149</td>
<td>$20</td>
<td>$169</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$275</td>
</tr>
<tr>
<td>Sheriff - Work Center</td>
<td>CID-484 (Public)</td>
<td>2</td>
<td>2008 (#200809002-1)</td>
<td>$149</td>
<td>$20</td>
<td>$169</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$275</td>
</tr>
<tr>
<td>Sheriff - Work Center</td>
<td>CID-485 (Facilities)</td>
<td>2</td>
<td>2008 (#200809002-1)</td>
<td>$149</td>
<td>$20</td>
<td>$169</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$275</td>
</tr>
<tr>
<td>Sheriff - Barkley</td>
<td>CID-1073 (Data)</td>
<td>2</td>
<td>2012 (#201201021)</td>
<td>$346</td>
<td>$46</td>
<td>$392</td>
<td>$392</td>
<td>$52</td>
<td>$444</td>
<td>$52</td>
</tr>
</tbody>
</table>

**TOTAL MONTHLY AMOUNT**

- **$1,694**
- **$223**
- **$1,917**
- **$2,744**
- **$362**
- **$3,106**
- **$1,189**

## Recent New Lease*

<table>
<thead>
<tr>
<th>Destination Building</th>
<th>Dark Fiber Circuit ID</th>
<th>Circuit Strands</th>
<th>Contract</th>
<th>Current Monthly Amount</th>
<th>Actual Taxes/Fees 13%</th>
<th>Total Actual Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Williamson Way</td>
<td>CID-(TBD) (Data / Facilities)</td>
<td>2</td>
<td>2018 (#201807025)</td>
<td>$785</td>
<td>$104</td>
<td>$889</td>
</tr>
</tbody>
</table>

*This is a new lease @ $392 per single fiber strand. It is not part of the proposed agreement and is provided for comparison.
This Dark Fiber Order: Multiple Fiber Routes (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company (“Provider”), and WHATCOM COUNTY, a political subdivision of the State of Washington (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated July 27, 2018 (the “MSA”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

Section 1: Termination of Old Contracts. Provider, as successor in interest to Black Rock Cable, Inc., and Customer are the parties to multiple dark fiber lease agreements, all of which have expired and are in auto-renewal periods (the “Old Contracts”). The Parties now intend for this Service Order to replace and supersede in their entirety the Old Contracts. Accordingly, as of the Effective Date of this Service Order, the Old Contracts shall terminate and have no further force or effect; provided, that any outstanding payment obligations under the Old Contracts shall survive until met. Note, that this Section 1 shall have no impact on that certain Dark Fiber Order between Provider and Customer dated August 9, 2018, which shall remain in effect in accordance with its terms.

Section 2: Description of Fiber Routes and Charges. Provider shall deliver to Customer the dark fiber service(s) set forth in the following table (each, a “Service,” and collectively, the “Services”). The Services shall connect the “End Points” set forth below (each such connection, a “Fiber Route”), using the number of dark fiber strands described below, at a loss budget not to exceed the “Maximum Loss Budget” set forth below, in exchange for the one-time, non-recurring installation cost (“NRC”) set forth below, and the monthly recurring charges (“MRC”) set forth below:

<table>
<thead>
<tr>
<th>Fiber Route Identifier</th>
<th>Location A End Point</th>
<th>Location Z End Point</th>
<th>Description of Fiber</th>
<th>Maximum Loss Budget</th>
<th>NRC</th>
<th>MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>CID-5319</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Sheriff’s Office Substation 194 West Laurel Road Bellingham, WA 98226</td>
<td>1 strand single mode dark fiber</td>
<td>13.5 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
<tr>
<td>CID-1153</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Whatcom Parks HQ 3373 Mount Baker Hwy Bellingham, WA 98226</td>
<td>2 strands single mode dark fiber</td>
<td>15 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
<tr>
<td>CID-110</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Forrest Street Annex 1000 N. Forest Street Bellingham, WA 98225</td>
<td>2 strands single mode dark fiber</td>
<td>4.5 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
<tr>
<td>CID-481</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Sheriff’s Work Center 2030 Division Street Bellingham, WA 98226</td>
<td>2 strands single mode dark fiber</td>
<td>6.5 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
<tr>
<td>CID-484</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Sheriff’s Work Center 2030 Division Street Bellingham, WA 98226</td>
<td>2 strands single mode dark fiber</td>
<td>6.5 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
<tr>
<td>CID-485</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Sheriff’s Work Center 2030 Division Street Bellingham, WA 98226</td>
<td>2 strands single mode dark fiber</td>
<td>6.5 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
<tr>
<td>CID-1073</td>
<td>Whatcom County Courthouse 311 Grand Avenue Bellingham, WA 98225</td>
<td>Sheriff’s DTF 1855 Barkley Boulevard Bellingham, WA 98266</td>
<td>2 strands single mode dark fiber</td>
<td>6 dB @ 1310 nm</td>
<td>$0</td>
<td>$392</td>
</tr>
</tbody>
</table>

TOTAL COST: $0 $2,744
Section 3: **Initial Service Term.** The Initial Service Term for the Services is sixty (60) months.

Section 4: **Customer Information.**

Account Name: Whatcom County

Account Executive to Customer: Bernadette Webb

Invoicing Address: Information Technology

311 Grand Avenue
Bellingham, WA 98225
ATTN: Accounts Payable

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

<table>
<thead>
<tr>
<th>Customer Site/Technical Contact:</th>
<th>Customer Billing Contact:</th>
<th>Other Customer Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee LaMar</td>
<td>Tami Gee-Hardy</td>
<td>Perry Rice</td>
</tr>
<tr>
<td><a href="mailto:LLaMar@co.whatcom.wa.us">LLaMar@co.whatcom.wa.us</a></td>
<td><a href="mailto:tgeehardy@co.whatcom.wa.us">tgeehardy@co.whatcom.wa.us</a></td>
<td><a href="mailto:price@co.whatcom.wa.us">price@co.whatcom.wa.us</a></td>
</tr>
<tr>
<td>360-778-5243 (Ph)</td>
<td>360-778-5236 (Ph)</td>
<td>360-778-5235 (Ph)</td>
</tr>
</tbody>
</table>

Section 5: **Option to Terminate Specific Fiber Routes.** At any time after the twelfth (12th) month of the Initial Service Term, Customer shall have the right to terminate, without incurring any Termination Charge or other early termination fee, up to two (2) of the following Fiber Routes: (i) CID-481; (ii) CID-484; and (iii) CID-485. To exercise this termination option, Customer must deliver no less than sixty (60) days’ advance written notice to Provider specifying which Fiber Route(s) Customer wants to terminate and Customer’s desired termination date.

*Signatures on following page.*
IN WITNESS WHEREOF, Whatcom County and Wave Business Solutions, LLC have executed this Amendment on the date and year below written.

DATED this 27th day of November, 2018.

CONTRACTOR:

WAVE BUSINESS SOLUTIONS, LLC

\[Signature\]
Paul Koss, SVP Commercial Services

STATE OF WASHINGTON
)
COUNTY OF KING
)

ss.

On this 27th day of November, 2018, before me personally appeared Paul Koss to me known to be the SVP Commercial Service of Wave Business Solutions, LLC, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\[Signature\]
Bree Urban, printed name, residing at Seattle, WA. My commission expires August 1, 2022.

WHATCOM COUNTY:

Recommended for Approval:

\[Signature\]
IT Manager
11/28/2018

Approved as to form:

\[Signature\]
Prosecuting Attorney
11/28/2018
Approved:
Accepted for Whatcom County:

By: ________________________________
   Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
)  ss
COUNTY OF WHATCOM  
)

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

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

CONTRACTOR INFORMATION:

WAVE BUSINESS SOLUTIONS, LLC  
401 PARKPLACE CENTER, SUITE 500  
KIRKLAND, WA 98033

Contact Name: Bernadette Webb
Contact Phone: 425-417-6983
Contact FAX: N/A
Contact Email: Bernadette.Webb@wavebusiness.com

[The remainder of this page is intentionally left blank.]
MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this "MSA") is entered into as of this 27th day of July, 2018 (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, "Provider"), and WHATCOM COUNTY, a political subdivision of the State of Washington ("Customer"). For purposes of this MSA, the term "Affiliate" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a "Party" and together as the "Parties."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "Services"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "Service Orders," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "Service Site"); (iii) the initial term of the Service Order (the "Initial Service Term"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("MRC") for the Service, and (b) any non-recurring charges ("NRC") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "Agreement."

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "SLA"), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the "AUP") which is attached to this MSA as Exhibit C. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the "Service-Specific T&Cs") which is attached to this MSA as Exhibit D. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "MSA Term") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a "Renewal Term"). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the "Service Term" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide
Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "Provider Equipment") necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the "Demarcation Point(s)"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “Customer Equipment”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “Service Commencement Date”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at Issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “Fees.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “Fee Dispute Notice”). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “Applicable Taxes”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in
a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “Default”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-A appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring any Termination Charge or other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time during the Service Term for a Service, discontinue the Services and/or terminate the corresponding Service Order upon not less than thirty (30) days’ advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early
termination of a Service pursuant to this Section 6.1 shall be referred to as "Termination for Customer Convenience." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "Termination Charge" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; and (iii) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the "Remaining Monthly Service Charges"). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability: Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "Confidential Information" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate...
with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer’s sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider’s request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys’ fees, expenses, liabilities, damages or other liabilities incurred due to the legal proceedings initiated at and/or Customer’s withholding of records at Provider’s request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 - LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider’s aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise, shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer’s sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY’S THIRD-PARTY INDEMNIFICATION obligations under ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY’S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY’S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER’S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER’S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY. CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY
8.6 **Disclaimer Regarding HIPAA Compliance.** If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not complaint with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

**ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS**

9.1 **Indemnification by Customer.** Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "Provider Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 **Indemnification by Provider.** Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 **Indemnification Procedures for Third-Party Claims.** Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the Indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

**ARTICLE 10 – FORCE MAJEURE EVENTS**

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riot or other civil unrest, national or regional emergency, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

**ARTICLE 11 – DISPUTE RESOLUTION**

11.1 **Good Faith Negotiations.** Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the
Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

If to Provider:
Wave Business Solutions, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Paul Koss
Email: pkoss@wavebusiness.com

With a Copy to:
WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

If to Customer:
Whatcom County
Information Technology
311 Grand Avenue, Suite 305
Bellingham, WA 98225
ATTN: Tae Gee-Hardy
Email: tgeehardy@co.whatcom.wa.us

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter.
matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 **No Waiver.** No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 **Attorneys’ Fees.** If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party’s reasonable attorneys’ and experts’ fees and expenses.

15.4 **Relationship: No Third Party Beneficiaries.** The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal-agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 **Exhibits.** The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A  - Service Level Agreement for Lit Fiber Services
- EXHIBIT B  - Service Level Agreement for Dark Fiber Services
- EXHIBIT C  - Acceptable Use Policy for Commercial Services
- EXHIBIT D  - Service-Specific Terms and Conditions
- EXHIBIT E  - Form of Certificate of Insurance

15.6 **Computation of Time.** Except where expressly provided to the contrary, as used in the Agreement, the word “day” shall mean “calendar day,” and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term “business day” shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 **Counterparts.** This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

15.8 **Proof of Insurance:**

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such Insurance shall have an A.M. Best Rating of not less that A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Agreement or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater:

- Commercial General Liability
a. Property Damage - $500,000.00 - per occurrence
b. General Liability & bodily injury- $1,000,000.00 – per occurrence; $2,000,000 - Minimum, Annual Aggregate.

c. Business Automobile Liability $1,000,000 Minimum, per occurrence
    $2,000,000 Minimum, Annual Aggregate

    Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than $1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

    The Contractor must provide a Certificate of Liability Insurance with Endorsements on the CGL and auto policy, which shall identify the County, employees, officers, agents, officials and volunteers as named Additional Insureds, and as may be attached hereto as Exhibit "E". The Contractor’s insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be non-contributory. The CGL policy shall be an occurrence basis. All Contractor’s and Contractor’s subcontractors’ insurance policies shall also name the County as an additional named insured with endorsements, provide primary insurance coverage, waiver of subrogation and the County’s insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participate in by the County shall be excess. All Contractor’s and subcontractors’ liability insurance policies must be endorsed to show this primary coverage.

    The Contractor must submit the certificate of liability insurance with endorsements as required above to the County prior to the commencement of any work on this project. The County must be notified immediately of any cancellation of the policy or change in insurer carrier. Contractor shall immediately provide a copy to the County of the certificate of liability and endorsements when there is a change in insurance carrier or when the policy is renewed so that the County maintains a current copy of the Contractor’s policy with the required certificate and endorsements. The County not confirming adequate proof of insurance requirements does not constitute a waiver of the Contractor’s insurance requirement under this contract.

    [Signatures on following pages.]
IN WITNESS WHEREOF, Whatcom County and Wave Business Solutions, LLC have executed this Amendment on the date and year below written.

DATED this ___ day of July, 2018.

CONTRACTOR:

WAVE BUSINESS SOLUTIONS, LLC

[Signature]

Paul Koss, SVP Commercial Services

STATE OF WASHINGTON )
COUNTY OF KING ) ss.

On this 30th day of July, 2018, before me personally appeared Paul Koss to me known to be the SVP Commercial Service of Wave Business Solutions, LLC, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

NOTARY PUBLIC in and for the State of Washington,

Bree Urban printed name,
residing at Seattle, WA My commission expires August 1, 2022

WHATCOM COUNTY:

Recommended for Approval:

[Signature] 7/30/2018

IT Manager Date

Approved as to form:

[Signature] 7/30/18

Prosecuting Attorney Date
Approved:
Accepted for Whatcom County:

By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 30th day of January, 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.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, My commission expires 05.26.2019

CONTRACTOR INFORMATION
WAVE BUSINESS SOLUTIONS, LLC
401 PARKPLACE CENTER, SUITE 500
KIRKLAND, WA 98033

Contact Name: Jeff Stoner
Contact Phone: 360-914-4541
Contact FAX: 206-538-0910
Contact Email: jstoner@wavebusiness.com

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EXHIBIT A
Service Level Agreement
for
High Availability Enterprise Services

This Service Level Agreement for High Availability Enterprise Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE’s Network is designed to provide a target Availability of at least 99.9% per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

<table>
<thead>
<tr>
<th>Target Availability</th>
<th>Duration of Service Outage</th>
<th>Customer Credit as % of MRC for the applicable Circuit*</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9% Availability</td>
<td>Less than 45 minutes</td>
<td>Target Met</td>
</tr>
<tr>
<td></td>
<td>45 Min. up to 4 hours</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>&gt; 4 hours up to 12 hours</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>&gt; 12 hours up to 18 hours</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>&gt; 18 hours up to 24 hours</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>&gt; 24 hours</td>
<td>50%</td>
</tr>
</tbody>
</table>

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE’s NOC is designed to provide a MTTR of 6 hours or less. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

<table>
<thead>
<tr>
<th>Target MTTR</th>
<th>Actual MTTR</th>
<th>Customer Credit as % of MRC for the applicable Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hr MTTR</td>
<td></td>
<td>Target Met</td>
</tr>
<tr>
<td></td>
<td>≤ 6 Hrs.</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>&gt; 6 Hrs. to 10 Hrs.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>&gt; 10 Hrs. to 18 Hrs.</td>
<td>20%</td>
</tr>
</tbody>
</table>

3. PACKET DELIVERY/PACKET LOSS SLA

The WAVE Network is designed to provide no greater than 0.1% Packet Loss. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.
### 4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 12 ms or less**
- **Round Trip Inter-Market Latency* of 45 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

<table>
<thead>
<tr>
<th>Target Local Market Latency Round Trip</th>
<th>Target Inter-Market Latency* Round Trip</th>
<th>Actual Latency Round Trip (lower end - upper end)</th>
<th>Customer Credit as % of MRC for the applicable Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 ms or less</td>
<td>45 ms or less</td>
<td>≤ Target Latency</td>
<td>Target Met</td>
</tr>
<tr>
<td>&gt; Target up to 8 ms over Target</td>
<td></td>
<td>&gt; Target up to 8 ms over Target</td>
<td>5%</td>
</tr>
<tr>
<td>&gt; 8 ms up to 15 ms over Target</td>
<td></td>
<td>&gt; 8 ms up to 15 ms over Target</td>
<td>10%</td>
</tr>
<tr>
<td>&gt; 15 ms up to 20 ms over Target</td>
<td></td>
<td>&gt; 15 ms up to 20 ms over Target</td>
<td>25%</td>
</tr>
<tr>
<td>&gt; 20 ms over Target</td>
<td></td>
<td>&gt; 20 ms over Target</td>
<td>50%</td>
</tr>
</tbody>
</table>

* Inter-Market Latency means up to 800 network miles between locations

### 5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter of no greater than 2 ms. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30ths of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

### 6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

### 7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available.
% Availability = \frac{(Total\ Minutes\ in\ Month - Total\ Minutes\ of\ Unavailability\ in\ Month)}{Total\ Minutes\ in\ Month}

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the Individual circuit level, between WAVE’s Backbone Network and the Customer’s router port. For Dedicated Internet Access Services, Availability is calculated from the Customer’s router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Jitter” or “Network Jitter” refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE’s Network to another designated point on WAVE’s Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or “MTTR” means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

\[
\text{MTTR in Hrs} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}
\]

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.
“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
   • Customer name and contact information;
   • Trouble Ticket number(s);
   • Date and beginning/end time of the claimed Outage or failed SLA metric;
   • Circuit IDs for each pertinent circuit/path; and
   • Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

Exhibit A: Service Level Agreement for High Availability Enterprise Services
Wave Business Solutions, LLC

Updated: 09/07/2016
(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer’s sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE’s Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer’s claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE’s request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE’s resolution of each Customer claim. If Customer’s claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer’s claim for a credit is approved, WAVE will issue the credit to Customer’s account, to appear on the next monthly invoice. If Customer’s claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE’s determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer’s end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer’s use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer’s failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE’s Affiliates; (v) Force majeure events; (vi) WAVE’s inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE’s termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or Inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE’s inability to deliver Service by the Customer’s desired due date.
EXHIBIT B
Service Level Agreement
for
High Availability Dark Fiber Services

This Service Level Agreement for High Availability Dark Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer.

1. AVAILABLE SLA

WAVE’s dark fiber paths are designed to provide a target Availability of at least 99.9% per calendar month. If the Availability target is not met with respect to a given dark fiber path in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of Dark Fiber Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected dark fiber path.

<table>
<thead>
<tr>
<th>Duration of Unavailability</th>
<th>Customer Credit as % of MRC for the applicable Dark Fiber Path*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 45 minutes</td>
<td>Target Met</td>
</tr>
<tr>
<td>45 Min. up to 8 hours</td>
<td>5%</td>
</tr>
<tr>
<td>&gt; 8 hours up to 16 hours</td>
<td>10%</td>
</tr>
<tr>
<td>&gt; 16 hours up to 24 hours</td>
<td>20%</td>
</tr>
<tr>
<td>&gt; 24 hours</td>
<td>35%</td>
</tr>
</tbody>
</table>

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in the Services, WAVE’s NOC is designed to provide a MTTR of no greater than 6 hours. If the target MTTR is not met for a particular dark fiber path in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

<table>
<thead>
<tr>
<th>Target MTTR</th>
<th>Actual MTTR</th>
<th>Customer Credit as % of MRC for the applicable Path</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hr MTTR</td>
<td>≤ 6 Hrs.</td>
<td>Target Met</td>
</tr>
<tr>
<td></td>
<td>&gt; 6 Hrs. to 10 Hrs.</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>&gt; 10 Hrs. to 18 Hrs.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>&gt; 18 Hrs.</td>
<td>20%</td>
</tr>
</tbody>
</table>

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or Installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the dark fibers at issue are available to and accessible by Customer at the specified locations, are capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data...
transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber Services, thus any Outage must be reported to the WAVE NOC by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, Interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

\[
\text{MTTR in Hrs} \quad \text{(per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}
\]

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“ Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem.

“WAVE Network” means all equipment, facilities and Infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.
5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

   (i) To claim SLA-related Service credits, Customer must do the following:

   (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

   (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

   (c) Provide the following documentation when requesting the credit(s):
      • Customer name and contact information;
      • Trouble Ticket number(s);
      • Date and beginning/end time of the claimed Outage or failed SLA metric;
      • Circuit IDs for each pertinent circuit/path; and
      • Brief description of the characteristics of the claimed Outage or failed SLA metric.

   (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

   (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

   (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

   (c) Provide the following documentation when requesting the remedy:
      • Customer name and contact information;
      • Type of remedy requested (e.g., substitution or termination);
      • Trouble Ticket numbers for each individual Outage event;
      • Date and beginning/end time of each of the claimed Outages;
      • Trouble Ticket number for the Chronic Outage at issue;
      • Circuit IDs for each pertinent circuit/path; and
      • Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer’s sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 WAVE’s Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer’s claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE’s request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE’s resolution of each Customer claim. If Customer’s claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer’s claim for a credit is approved, WAVE will issue the credit to Customer’s account, to appear on the next monthly invoice. If Customer’s claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE’s determination regarding whether or not an SLA has been violated shall be final.

Exhibit B: Service Level Agreement for High Availability Dark Fiber Services
Wave Business Solutions, LLC
Updated: 09/07/2016
5.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected dark fiber path and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer’s end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer’s use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer’s failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE’s Affiliates; (v) Force majeure events; (vi) WAVE’s inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE’s termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE’s inability to deliver Service by the Customer’s desired due date.

*Exhibit B: Service Level Agreement for High Availability Dark Fiber Services*

Wave Business Solutions, LLC

Updated: 09/07/2016
EXHIBIT C

Acceptable Use Policy for Commercial Services

Introduction.

Please read this Acceptable Use Policy for Commercial Services ("AUP") carefully. Wave offers a variety of communications services ("Services") to its commercial and governmental customers. Your use of Wave’s Services constitutes your acceptance of and agreement to comply with the provisions of this AUP to the extent its provisions are applicable to the Services you use. You are responsible for ensuring that all users of Services comply with this AUP. This AUP applies to your use of Services in addition to and in conjunction with the provisions of any Master Services Agreement, Service Order, IRU Agreement or other Service-specific contract you have entered into with Wave (collectively, your “Contract”). To the extent the provisions of this AUP conflict with any provisions of your Contract, the provisions of your Contract control. Wave may modify this AUP at any time without notice. Your continued use of the Services after such modification constitutes acceptance of the modified AUP.

Potential Consequences of Violating this AUP.

Although Wave does not normally monitor, screen or otherwise access the content of data transmitted using any Service, Wave reserves the right to do so at any time for reasonable network management purposes, to identify violations of this AUP, and to cooperate with law enforcement activities. Wave reserves the right, in its sole discretion, to (i) remove or block any traffic which Wave determines is illegal, deceptive, harmful, offensive or otherwise in violation of this AUP, and/or (ii) suspend or terminate your Services without notice and without liability to Wave if a violation of this AUP occurs through your Services. Any violation by you of this AUP grants Wave permission to take action to restrict or terminate your access to and use of Services. You agree to indemnify, defend and hold Wave and its affiliates, suppliers, and agents harmless from and against all claims and expenses (including reasonable attorneys’ fees and costs) resulting from your violation of this AUP. Your indemnification obligations will survive any termination of Service. Wave’s failure to enforce this AUP in any one or more instances does not constitute a waiver of Wave’s right to enforce this AUP at any time in the future.

Prohibited Activities.

Prohibited uses of Services include, but are not limited to, the following:

(1) **Illegal or Unlawful Use.** Using Services to engage in, undertake, accomplish, instigate, encourage or further any illegal or unlawful purpose or activity. This includes any and all illegal or unlawful purposes and activities that are not expressly described elsewhere in this AUP.

(2) **Unauthorized Hacking.** Using Services to perform, attempt to perform, encourage or enable unauthorized hacking of any kind. This includes, but is not limited to: (i) breaching or circumventing the network security system of any host, network, server, database or user account, whether on Wave’s
network or on another carrier’s network, without permission; (ii) initiating, performing, participating in or assisting in the performance of denial of service or DDoS attacks; (iii) using or distributing tools designed to circumvent or compromise network security, such as ransomware, spyware, malware, password cracking or network probing algorithms or analyzers, encryption circumvention devices, or Trojan Horse programs.

(3) **Fraudulent Activity.** Using Services to engage in, commit, encourage or further fraudulent activities or other deceptive practices. This includes, but is not limited to, identity theft, credit card fraud, forgery, or impersonation of any person or entity.

(4) **Violating Intellectual Property Rights.** Using Services in a manner that violates the intellectual property rights of any third party. This includes, but is not limited to, transmitting, reproducing, or distributing information, data, software or other material that is protected by copyright, trademark, patent, trade secret or other proprietary rights laws, rules or regulations without obtaining permission of the owner.

(5) **Privacy Violations.** Using Services in a manner that violates the privacy of others. This includes, but is not limited to, collecting (or attempting to collect) or disseminating personal information about third parties without their consent.

(6) **Offensive or Objectionable Use.** Using Services in a manner that a reasonable person could deem to be offensive or objectionable, regardless of whether or not the use is lawful. This includes, but is not limited to, using Services to: (i) harass, annoy, or threaten others; (ii) transmit or disseminate material which a reasonable person could deem to be objectionable, defamatory, offensive, indecent, vulgar, hateful or otherwise inappropriate; or (iii) send or collect responses from unsolicited bulk communications (e.g., “spam”).

(7) **Causing Network Performance Degradation.** Using Services in a manner that causes (or is likely to cause) performance degradation of Wave’s network and/or inhibits, interferes with or impedes other authorized users of Wave’s network from making normal and reasonable use of their Services. This includes, but is not limited to, the generation of excessive levels of network traffic, regardless of intent, purpose or knowledge.

(8) **Unauthorized Resale.** Unauthorized resale of Services. Unless you are an authorized wholesale partner of Wave, Wave’s commercial Services are exclusively for your internal business use and may not be re-sold or otherwise distributed outside your organization. If you desire to re-sell Wave’s Services, please contact Wave’s Wholesale team about becoming an authorized wholesale partner.

(9) **Violating Other Provider’s Policies.** Using Services in a manner that violates the rules, regulations, or policies established by or applicable to any non-Wave network, server, database, or website that you access using Wave’s Services.

**Security.**

As a user of Services, it is your responsibility to secure your network from external threats such as DDoS attacks, ransomware, viruses, worms and other methods of unauthorized intrusion. In all cases, you are solely responsible for the security of any device you choose to connect to Service, including any data stored or shared on that device. You are responsible for any misuse of Services, even if the

Acceptable Use Policy for Commercial Services
Wave Business Solutions, LLC

pg. 2
08/30/2017
misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not gain unauthorized access to Services or use Services in an unauthorized manner.

Digital Millennium Copyright Act.

Wave is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Wave's policy in accordance with the DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who Wave believes in its sole discretion is or may likely be infringing these rights. Wave may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending Wave's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Wave's receipt of a satisfactory notice of claimed infringement for these works, Wave will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Wave. Upon Wave's receipt of a counter notification that satisfies the requirements of DMCA, Wave will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Wave will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Wave a notification of claimed infringement to report alleged infringements of their works to:

Wave Business Solutions, LLC
401 Kirkland Parkplace
Suite 500
Kirkland, Washington 98033
Phone: (425) 576-8200
Fax: (425) 576-2836
E-mail: customerservice@wavebroadband.com

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Wave, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Wave's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Acceptable Use Policy for Commercial Services
Wave Business Solutions, LLC

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08/30/2017
EXHIBIT D

Service-Specific Terms and Conditions

Introduction.

Please read this Service-Specific Terms and Conditions ("Service-Specific T&Cs") carefully. Wave offers a variety of communications services ("Services") to its commercial and governmental customers. This Service-Specific T&Cs contains provisions that apply only to specific types of Services provided by Wave. If you receive from Wave any of the types of Services described in this Service-Specific T&Cs, then the applicable provisions of this Service-Specific T&Cs apply to your Service. If provisions of this Service-Specific T&Cs apply to one or more of your Services, the provisions of this Service-Specific T&Cs apply to those Services in addition to and in conjunction with the provisions of any Master Services Agreement, Service Order, IRU Agreement or other contract you have entered into with Wave (collectively, your “Contract”). To the extent the provisions of this Service-Specific T&Cs conflict with any provisions of your Contract, the provisions of your Contract control. Wave may modify this Service-Specific T&Cs at any time without notice. Your continued use of your Services after such modification constitutes acceptance of the modified Service-Specific T&Cs.

Internet Access Service Provisions.

If you receive Internet access Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave’s Internet access Services is subject to the following terms and conditions:

(1) **End User Access.** You must ensure that any persons who have access to the Services through your equipment and/or your internal network comply with the terms of this AUP and your Contract.

(2) **Acceptance of Risk.** You expressly acknowledge and agree that the Internet is a shared network that is not secure and is not controlled by Wave. Any content that you access through the Services is provided by independent third-party content providers, over which Wave does not exercise control. Wave does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Services. You expressly understand and agree that it is possible data or files you send or receive over the Internet will be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to your data, including confidential information. Data or files transmitted over the Internet may contain computer viruses or other harmful components. Wave has no responsibility and assumes no liability for any such acts or occurrences. You expressly assume the risks inherent in connecting your internal network and your equipment to the Internet and in accessing and using the Internet through the Services.

(3) **IP Addresses.** Any IP addresses provided to you by Wave in connection with the Services are and will remain the property of Wave. You will not alter, modify, sell, lease, assign, encumber or otherwise tamper with the IP addresses. Wave reserves the right to change addressing schemes at any time.

(4) **DDoS Protection Service.** If you receive DDoS protection Service from Wave in connection with your Internet access Service, you expressly agree and understand that the DDoS protection Service
does not guaranty that the Internet access Service for which the DDoS protection Service is activated will never be susceptible to or negatively impacted by any distributed denial of service attack or any other type of hostile hacking activity. Instead, the DDoS protection Service constitutes only one measure of protection against such activities. Wave shall not be liable for any damages of any type that may be suffered by you or any of your end users due to any DDoS attacks or other hostile hacking activity experienced by the Internet access Service that the DDoS protection Service does not successfully prevent, alleviate or ameliorate.

**Burstable Service Provisions.**

If you receive burstable Internet access Services or burstable data transport Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave’s burstable Services is subject to the following terms and conditions. Burstable Internet access or data transport Service allows you to increase from the selected base bandwidth up to the specified maximum burstable bandwidth on an as-needed basis when usage spikes. Charges for burstable Service will be calculated by using the industry standard 95th percentile. The 95th percentile measurement evaluates the regular and sustained use of a network connection and is measured by sampling usage at 5 minute intervals and ignoring the top 5% of usage samples taken over a month. The 95th percentile measure of peak bandwidth will then be compared to the base bandwidth and the incremental usage will be billed at the burst rate in arrears on a monthly basis. Charges for burstable Service will be measured, calculated and accrued on a monthly basis, and billed in arrears on a monthly basis.

**Phone Service Provisions.**

If you receive phone Services (including hosted voice Services) from Wave, then, in addition to the other provisions of your Contract, your use of Wave’s phone Services is subject to the following terms and conditions:

1) **VoIP Services.** Wave’s voice Services are provided via Internet Protocol voice network (aka “VoIP”). VoIP services operate using the standard commercial electrical power provided to your service site. Wave does not provide a back-up generator, UPS or other alternate power source for the Services; accordingly, in the event of a power outage at your service site, unless you have arranged for back-up power, the VoIP Services will be unavailable until electrical service is restored. You acknowledge and accept that the Service is not represented as fail-safe and is not designed for use in situations where error-free or uninterrupted service is essential. Wave will not be responsible for, and you expressly assumes all risk of, any losses or damages arising as a result of the unavailability of the Service, including the inability to reach 911 or other emergency services, or the inability to contact your security system, your fire alarm system or any remote medical monitoring service provider.

2) **Important Notice Regarding E911 Service.** Federal Communications Commission rules require providers of VoIP phone services to remind customers of these important E911 facts: (a) Wave needs a complete and correct service site address in order to deliver accurate location information to E911; (b) If you move your VoIP phone equipment to a different physical address, you must call Wave immediately to update the location information, otherwise E911 will not have your correct location information on file; (c) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a
power outage; (d) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended.

(3) **Other Providers.** Unless otherwise expressly agreed to in writing, Wave has no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. You remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. You understand that you may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

(4) **Long Distance Charges.** Any long distance rates listed in your Contract are the rates as of the effective date of that Contract and may not reflect the actual rates applicable at any given time during the term of the Contract. All long distance charges are exclusive of applicable taxes, and Wave may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.

(5) **CPNI.** Wave will have access to certain proprietary network information of yours ("CPNI"). Under federal law, you have a right to, and Wave has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to you and to enhance Wave’s ability to meet your needs. You expressly authorize Wave, its affiliates, or its sales representatives to use CPNI to determine if you could benefit from other services offered by Wave and its affiliates, and market them to you. You may withdraw your authorization at any time by informing Wave in writing. Any such withdrawal will not affect the quality of Services provided to you.

**Hosted Voice Service Provisions.**

If you receive hosted voice Services from Wave, then, in addition to the other provisions of your Contract and the Phone Service Provisions set forth above, your use of Wave’s hosted voice Services is subject to the following terms and conditions:

(1) **Leased Hosted Voice Equipment.** If you are leasing hosted voice equipment (the "Leased Equipment") from Wave, then the Leased Equipment shall at all times be and remain the personal property of Wave. Wave shall be responsible for the regular maintenance and repair of all Leased Equipment. Should you experience problems with any of the Leased Equipment, you must contact Wave and Wave will use commercially reasonable efforts to repair or replace the malfunctioning Leased Equipment as soon as reasonably possible after receiving your notification. For Leased Equipment, Wave shall have the right at any time, and from time to time, during the service term to substitute different hosted voice equipment for some or all of the Leased Equipment initially installed at your service site; provided that the substituted Leased Equipment has equivalent or better functionality than the previously installed Leased Equipment. Should any Leased Equipment require repair or replacement due to your negligent or willful conduct, including the misuse or abuse of same, you shall reimburse Wave for the costs of such repair or replacement.

(2) **Purchased Hosted Voice Equipment.** If you have purchased hosted voice equipment (the "Purchased Equipment") through Wave, then upon your acceptance of the Purchased Equipment, the Purchased Equipment shall be and remain your personal property. As between Wave and you, you
shall be solely responsible for the repair and maintenance of all Purchased Equipment and any and all obligations and liabilities associated therewith. **YOU ACKNOWLEDGE THAT THE PURCHASED EQUIPMENT IS NOT MANUFACTURED BY WAVE AND THAT WAVE DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OBLIGATIONS OR OTHER LIABILITY REGARDING SAME. WAVE WILL EITHER DELIVER THE MANUFACTURER’S WARRANTY FOR THE PURCHASED EQUIPMENT DIRECTLY TO YOU OR PASS THROUGH THE MANUFACTURER’S WARRANTY TO YOU DEPENDING ON THE APPLICABLE MANUFACTURER’S POLICY. WAVE HEREBY ASSIGNS TO YOU ALL OF THE MANUFACTURERS’ WARRANTIES AND INDEMNITIES RELATING TO THE PURCHASED EQUIPMENT TO THE EXTENT WAVE IS PERMITTED BY THE MANUFACTURER TO MAKE SUCH ASSIGNMENT TO YOU. SUCH ASSIGNMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IMPOSED BY THE MANUFACTURER WITH RESPECT THERETO. YOUR REMEDY FOR DEFECTIVE PURCHASED EQUIPMENT SHALL BE AS SET FORTH IN THE APPLICABLE MANUFACTURER’S WARRANTY WHICH IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF AN EQUIPMENT WARRANTY. WAVE DOES NOT EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO YOU OR TO THIRD PARTIES, FOR ANY PURCHASED EQUIPMENT PURCHASED BY YOU PURSUANT TO A CONTRACT, NOR SHALL WAVE HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF (OR INABILITY TO USE) THE PURCHASED EQUIPMENT OR A THIRD PARTY’S UNAUTHORIZED USE OF THE PURCHASED EQUIPMENT. Any questions concerning or requests for maintenance or repair of the Purchased Equipment should be directed to the manufacturer of the Purchased Equipment at issue. If Purchased Equipment impairs the Services, you will remain liable for payment of the applicable monthly service fees. If, at your request, Wave attempts to resolve difficulties caused by Purchased Equipment, you will be responsible for Wave’s then-current commercial rates and terms for such consulting services on a time and materials basis.**

(3) **Installation of Hosted Voice Equipment.** As a part of the hosted voice Service, Wave will install the hosted voice equipment for you (whether such equipment is Leased Equipment or Purchased Equipment) at the specified service site. If your service site contains existing inside wiring, Wave will use your existing wiring for the installation; provided, that Wave’s use of any existing wiring shall not constitute any type of representation, warranty or guarantee to you that the existing wiring is in good condition and/or free from defects. If your service site does not contain the necessary inside wiring (as determined by Wave in Wave’s commercially reasonable judgment), Wave will so notify you and you may elect to install wiring itself or to request that Wave install wiring for you. If Wave installs wiring for you, such work shall be performed on a time and materials basis, with the wiring to become your personal property upon your acceptance of the Service. If, during the installation process, Wave discovers or uncovers any hazardous materials or substances at your service site: (A) Wave shall have the option to cease work at the service site and terminate your hosted voice Service Contract, without any liability for or obligation to remove or remediate the hazardous materials so discovered; and (B) you shall indemnify, defend and hold Wave harmless from and against any and all claims, costs, damages and expenses incurred by Wave in connection with or as a result of the pre-existing hazardous materials, including attorneys’ and experts’ fees and costs as well as the costs of any environmental assessment or remediation work that may be performed at the service site.

(4) **Bring-Your-Own-Phone Provisions.** For certain models of phones, Wave has the ability to attempt to connect phones that you already own (the “Customer Phones”) to Wave’s hosted voice Service, which eliminates the need for you to lease or purchase phones from Wave. If you elect to use
your existing Customer Phones with Wave’s hosted voice Service, you expressly agree to the following
provisions: (a) you must supply the passwords for the Customer Phones, otherwise the phones may not
be usable with Wave’s network; (b) the process of connecting the Customer Phones to Wave’s network
involves re-setting the Customer Phones to their factory defaults, which will delete all information
stored on the phones, including contact lists, speed dial numbers, as well as the configurations
established for connectivity to your previous hosted voice solution; (c) it is possible that attempting to
connect the Customer Phones to Wave’s network could render one or more of the Customer Phones
unusable, requiring a firmware re-flash. In such event, Wave will have no responsibility or liability for
repairing or replacing the Customer Phone(s) at issue. Instead, you expressly assume the risk inherent
in attempting to attach the Customer Phones to Wave’s hosted voice network; and (d) Wave will be
unable to provide support and troubleshooting for Customer Phones after implementation. Wave will
be able to troubleshoot problems with Wave’s network, but if the network is functioning properly and
there are technical problems with any of the Customer Phones, you must seek equipment support from
the manufacturer or original vendor of the equipment.

Dark Fiber Service Provisions.

If you receive dark fiber Services from Wave, then, in addition to the other provisions of your Contract,
your use of Wave’s dark fiber Services is subject to the following terms and conditions:

(1) **Grant of License.** Beginning on the service commencement date for each segment of dark fiber,
and continuing through the term of your Contract, Wave grants to you, and you accept from Wave, a
license (the “License”) to use the specified number of dark fiber strands on the segment (the “Licensed
Fibers”) by accessing same solely at the A Location and Z Location end points (the “End Points”)
specified in your Contract. You are not permitted to access the Licensed Fibers at any location other
than the End Points. The License does not include any right on your part to: (i) own, control, possess,
encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Wave-
owned equipment, or any other property of Wave; or (ii) use or access any of the other fiber optic
strands that may be in the same cable bundle as the Licensed Fibers.

(2) **Route of Licensed Fibers and Maximum Loss Budget.** Wave shall at all times have full and
complete discretion to choose the route along which the Licensed Fibers are installed between the End
Points. That route will not necessarily be the most direct route between the End Points. Wave may,
from time to time, elect to change the route along which the Licensed Fibers are installed. So long as
the actual optical loss for each Fiber Route is always less than or equal to the Maximum Loss Budget
specified for such Fiber Route in your Contract, you shall have no authority to approve or disapprove
of any particular installation route. In the event of any route relocation, Wave shall use commercially
reasonable efforts to minimize the disruption to your use of the Licensed Fibers.

(3) **Wave’s Retained Rights.** Wave retains the exclusive right to provide services using, or to sell
or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same
cable bundle as the Licensed Fibers. Wave shall not use the Licensed Fibers during the service term of
your Contract.

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Service-Specific Terms and Conditions
Wave Business Solutions, LLC

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08/30/2017

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EXHIBIT E
ACORD™
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
USI Kibble & Prentice
601 Union Street, Suite 1000
Seattle, WA 98101

INSURED
WaveDivision Holdings, LLC
401 Parkplace Center, Ste #500
Kirkland, WA 98033

CONTACT
Lucas Cook
PHONE (A/C, No. Ext.): 206-441-6300
FAX (A/C, No.): 610-362-8518
ADDRESS: Lucas.cook@usi.com

INSRrored: Hartford Underwriters Insurance
30104
INSRrored: Hartford Casualty Insurance Co.
29424
INSRrored: Senate Insurance Company Ltd
11000
INSRrored: Property & Casualty Ins Co of N
34690

COVERAGES
COVERAGE A COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE X OCCUR

LIMITS
EACH OCCURRENCE $1,000,000
MED EXP (Any one person) $10,000
PERSONAL & ADV INJURY $1,000,000
GENERAL aggregate $2,000,000
PRODUCTS COM/MOP AGG $2,000,000

COVERAGE D AUTOMOBILE LIABILITY
ANY AUTO X SCHEDULED AUTOS
ANY OWNED AUTOS X NON-OWNED AUTOS

LIMITS
COMBINED SINGLE LIMIT $1,000,000
BODILY INJURY (Per person) $
BODILY INJURY (Per accident) $
PROPERTY DAMAGE (Per accident) $

COVERAGE B UMBRELLA LIABILITY
CLAIMS-MADE $25,000,000

CERTIFICATE HOLDER
To Whom it May Concern

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)
#S2314404/M2179677
1 of 1

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LQCU

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insured:

WAIVEDIVISION HOLDINGS LLC A DELAWARE LIMITED LIABILITY COMPANY
CEDAR COMMUNICATIONS LLC A WASHINGTON LIMITED LIABILITY COMPANY
WAIVEDIVISION I LLC A WASHINGTON LIMITED LIABILITY COMPANY
WAIVEDIVISION II LLC A WASHINGTON LIMITED LIABILITY COMPANY
WAIVEDIVISION III LLC A WASHINGTON LIMITED LIABILITY COMPANY
WAIVEDIVISION IV LLC A WASHINGTON LIMITED LIABILITY COMPANY
WAVE BROADBAND LLC A WASHINGTON LIMITED LIABILITY COMPANY
ASTOUND BROADBAND LLC
WAVE/POWERS ACQUISITION LLC
WAVE BUSINESS SOLUTIONS LLC
WAIVEDIVISION VI LLC A WASHINGTON LIMITED LIABILITY COMPANY
WAIVEDIVISION VII LLC A WASHINGTON LIMITED LIABILITY COMPANY
MICHIGAN BROADBAND LLC (NOT LISTED ON THE WORKERS COMPENSATION POLICY
OH WDH HOLDCO LLC
WDH BLACK ROCK LLC
SEATTLE'S BEST INTERNET LLC A WASHINGTON LIMITED LIABILITY COMPANY
VANOPPEN.BIZ LLC A WASHINGTON LIMITED LIABILITY COMPANY
WDH CANADA LLC A WASHINGTON LIMITED LIABILITY COMPANY
SWI NETWORKS CANADA ULC A BRITISH COLUMBIA UNLIMITED LIABILITY COMPANY
WAVE DATA CENTERS LLC
SAWTTOOTH TECHNOLOGIES LLC
CASCADE NETWORKS
WAVE BUSINESS SOLUTIONS
WAVE MONITORING, LLC
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator:</th>
<th>JT</th>
<th>Date: 10/25/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td>AD</td>
<td>Date: 10/31/18</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>N/A</td>
<td>Date: 11/8/18</td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>Date: 11/14/18</td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>BB</td>
<td>Date: 10/31/18</td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>Date: 11/27/18</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Agreement between Whatcom County and Communities In Schools

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

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

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

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

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

Students that experience challenges with poor mental health, substance use, basic needs, academics, life skills, and similar issues attend school less regularly and drop out of school at higher rates. This, in turn, contributes to a number of other long-term, and often lifelong, problems. The services provided under this contract will provide a support system for students who have obstacles for achieving at school, and in life. These services have been designed to support a range of needs and to increase access to critical school and community services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Communities in Schools – Contract Amendment #4
DATE: November 8, 2018

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

- **Background and Purpose**

The Communities in Schools (CIS) Program is an evidence-based and cost-beneficial program designed to support a range of behavioral health needs and to increase access to critical school and community services. The CIS model surrounds students with a community of support, empowering them to stay in school and achieve in life. The purpose of this amendment is to expand the program to a new site, the Blaine School District.

- **Funding Amount and Source**

This amendment adds $34,000 to the contract and utilizes funds from the Washington State Health Care Authority, Division of Behavioral Health & Recovery, and the local Behavioral Health Program fund, in an amount not to exceed $105,000 for the current contract period (07/01/2018 – 06/30/2019). These funds are included in the 2019 Budget. Council approval is required as added funding exceeds 10% of the original contract amount.

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

Encl.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Health  
**Division/Program:** (i.e. Dept. Division and Program) 8550 Human Services / 855060 Substance Abuse Programs  
**Contract or Grant Administrator:** Joe Fuller  
**Contractor's / Agency Name:** Communities In Schools  

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ☒ No ☐ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201602034</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☒ No ☐ If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ☒ No ☐ If yes, grantor agency contract number(s): CFDA#:</td>
<td></td>
</tr>
<tr>
<td>Is this contract funded?</td>
<td>Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): 201707012</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes ☒ No ☐ If yes, RFP and Bid number(s): Contract Cost Center: 677260 / 124100</td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>Yes ☒ No ☐ If no, include Attachment D Contractor Declaration form.</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Contract Amount: (sum of original contract amount and any prior amendments):</th>
<th>Total Amended Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 248,750</td>
<td>$ 282,750</td>
</tr>
</tbody>
</table>

**Summary of Scope:** Communities In Schools (CIS) is an evidence-based program to assist students experiencing challenges with poor mental health, substance abuse, basic needs, academics, life skills, and similar issues. Services have been designed to support a range of needs and to increase access to critical school and community services.

**Term of Contract:** 1 Year  
**Expiration Date:** 6/30/2019  

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

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.
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 201602034

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

AMENDMENT NUMBER: 4

AND CONTRACTOR:

Communities In Schools
2717 Alderwood Avenue
Bellingham, WA  98225

CONTRACT PERIODS:

Original: 03/10/2016 – 06/30/2016
Amendment #1: 07/01/2016 – 06/30/2017
Amendment #2: 07/01/2017 – 06/30/2018
Amendment #3: 07/01/2018 – 06/30/2019
Amendment #4: 01/01/2019 – 06/30/2019

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A “Scope of Work” to expand Communities In Schools services to the Blaine School District. The program will provide case management services in the Blaine School District to twenty (20) to thirty (30) students, and provide coordination of community supports among stakeholders; revised Exhibit A is attached.

2. Amend Exhibit B “Compensation” by adding $34,000 into the current budget to increase staffing and services for an additional service site; revised Exhibit B is attached.

3. Funding for the current contract period (07/01/2018 – 06/30/2019) is not to exceed $105,000.

4. Funding for the total contract period (03/10/2016 – 06/30/2019) is not to exceed $282,750.

5. All other terms and conditions remain unchanged.

6. The effective start date of this amendment is 01/01/2019.
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 AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Signature is required below.

APPROVAL AS TO PROGRAM:  
Anne Deacon, Human Services Manager  11/8/18

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director  11/8/18

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecuting Attorney  11/9/18

FOR THE CONTRACTOR:

Contractor Signature  Print Name and Title  Date

STATE OF WASHINGTON) )
COUNTY OF WHATCOM ) )

On this 7 day of November, 2018, before me personally appeared Elmer Salazar, to me known to be the Contractor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

My Commission expires: 09/01/2022

FOR WHATCOM COUNTY:

Jack Louws, County Executive  Date

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.

My Commission expires: ____________________
EXHIBIT "B"
(COM 补偿)

The source of funding for this contract, in an amount not to exceed $105,000, is the Washington State Health Authority, Division of Behavioral Health & Recovery, and the local Behavioral Health Program fund.

The contract budget for July 1, 2018 through June 30, 2019 is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Documentation needed with invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Services</td>
<td>Approved hourly billing rate and timesheet showing total hours and hours charged to this contract</td>
<td>$103,600</td>
</tr>
<tr>
<td>• Site Counselor (salary, benefits, and taxes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Executive Director (salary, benefits, and taxes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include name of traveler, dates, start and end point, and purpose. Reimbursement will be at the federal rate (<a href="http://www.gsa.gov">www.gsa.gov</a>)</td>
<td>$200</td>
</tr>
<tr>
<td>Professional development, training, and travel</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Mileage log to include name of traveler, dates, start and end point, and purpose. Reimbursement will be at the federal rate (<a href="http://www.gsa.gov">www.gsa.gov</a>). Reimbursement requests for professional development, training, and allowable travel must include name of staff member, dates of travel, travel starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supplies, Materials, Printing</td>
<td>Receipts</td>
<td>200</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$105,000</td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with prior County approval. Professional development must be pre-approved by the County.

Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th day of the month following the month of service.

2. The Contractor shall submit invoices to (include contract #):

   Business Office
   Whatcom County Health Department
   509 Girard St.
   Bellingham, WA 98225
   [Email/Contact Information]

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>JT</td>
<td>9/18/18</td>
<td></td>
<td>12/4/18</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td>AD</td>
<td>10/23/18</td>
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<tr>
<td>Dept. Head:</td>
<td>DND</td>
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<tr>
<td>Prosecutor:</td>
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<td>10/24/18</td>
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<tr>
<td>Purchasing/Budget:</td>
<td>bb</td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>11/27/18</td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Contract between Whatcom County and Sun Community Services for operation of Sun House emergency shelter.

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

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

This contract provides funding for Sun Community Services to operate Sun House, an emergency shelter for residents with mental illness who may be homeless, leaving jail, and/or mental health institutions.

**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

NOV. 27 2018

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Sun Community Services – Emergency Housing Operation & Maintenance Contract

DATE: November 19, 2018

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

- **Background and Purpose**

  Sun Community Services operates Sun House, an emergency shelter for adults with mental illness, some of whom have been discharged from correctional or mental health facilities, and also adults who have a history of homelessness. This contract funds operations for emergency shelter housing services at Sun House. While this is a new contract, the County has contracted with this vendor for similar services since 2012.

- **Funding Amount and Source**

  Funding for this contract, in an amount not to exceed $285,635, is the Behavioral Health Program fund, Mental Health Millage, and document recording fees. These funds are included in the 2019 budget. Council approval is required as this contract exceeds $40,000.

Please contact Christopher D’Onofrio at extension #6049 if you have any questions regarding this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>85 Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>8550 Human Services / 855040 Housing Program</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Christopher D’Onofrio</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Sun Community Services</td>
</tr>
</tbody>
</table>

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

**Does contract require Council Approval?**  
Yes ☑  No ☐  If No, include WCC: 3.08.100  
Already approved? Council Approved Date:  
(Exclusions see: Whatcom County Codes 3.06.010, 3.06.090 and 3.08.100)

**Is this a grant agreement?**  
Yes ☐  No ☑  If yes, grantor agency contract number(s):  
CFDA#: 93.958

**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): 18-12  
Contract Cost: 124112/
Center: 127100/122200

**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): | $ 285,635 |
|---------------------------------------------------------------|
| 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: This contract provides funding for personnel, operating supplies, utilities, and other necessary costs needed to operate the Sun House emergency shelter.

**Term of Contract:** 1 Year  
**Expiration Date:** 12/31/2019

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>2. Attorney signoff:</td>
<td>RB</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>bbennett</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>✔</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>✔</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>✔</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
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<tr>
<td>8. Executive signed:</td>
<td></td>
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<tr>
<td>9. Original to Council:</td>
<td></td>
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</tbody>
</table>

Date: 9/18/2018  
Date: 10/29/18  
Date: 10/24/2018  
Date: 1/1/18  
Date: 1/27/18  
Date:  
Date:  
Date:  
Date:  

Page 2 of 18  
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CONTRACT FOR SERVICES AGREEMENT
Transitional Housing Operation and Maintenance

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

General Conditions, pp. 5 to 11
Exhibit A (Scope of Work), p. 12 to 14
Exhibit B (Compensation), p. 15
Exhibit C (Certificate of Insurance) p. 16
Exhibit D (Sun House Emergency Shelter Operation Guidelines), p. 17 to 18
Exhibit E (WAC 246-888-020: Self-Administration of Medication), p. 19

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

The term of this Agreement shall commence on the 1st day of January, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to provide funding for operation and maintenance of a shelter serving adults with mental illness, 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 $285,635. 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 _1_ day of November, 2018.

CONTRACTOR:

[Signature]
Denise Rosenstein, Executive Director

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this _1_ day of November, 2018, before me personally appeared Denise Rosenstein Yorston to me known to be the Executive Director of Sun Community Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
JANICE M DEPTUCH
NOTARY PUBLIC
My commission expires 9-9-20
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager 11/2/18

Regina Delehunt, Director 11/19/18

Approved as to form:

Royce Buckingham, Prosecuting Attorney 11/2/18

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON } ss
COUNTY OF WHATCOM } ss

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.

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

My commission expires ____________________________

CONTRACTOR INFORMATION:

Sun Community Services
Denise Rosenstein Yorston, Executive Director
515 E Chestnut Street
Bellingham, WA 98225
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.
The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

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

31.1 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: Not Applicable

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (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:
   If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver: Not Applicable

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

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

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

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

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

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

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

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

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

Christopher D'Onofrio, Community Health Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-779-5049
donofrio@co.whatcom.wa.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable
38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

42.1 Disputes:

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

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

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

d. Arbitration:
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 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)

I. Background

Sun Community Services operates Sun House as an emergency shelter for adults with a history of mental illness that are experiencing homelessness and/or being discharged from correctional and mental health facilities. The purpose of this contract is to provide operational funding for emergency shelter housing services at Sun House.

II. Statement of Work

The Contractor will:

1. Operate an emergency shelter facility with capacity for nine (9) beds that is staffed 24 hours per day, seven days a week.
2. Provide an evening meal and groceries for all other meals to residents.
3. Assist with medication self-administration as per WAC 246-888-020.
4. Arrange transportation after regular business hours, when needed.
5. Provide linens and laundry facilities.
6. Serve all eligible individuals up to facility capacity at any one time.

A. Service Requirements

1. The Contractor will operate the facility in accordance with the Emergency Shelter Operations Guidelines attached as Exhibit D.
2. The gross monthly income of all individuals served must be 50 percent or below of the area median income.
3. The priority populations to be served are adults experiencing homelessness that have a diagnosis of a serious mental illness and are exiting the Whatcom County Jail or other correctional facilities, or discharging from in-patient mental health facilities. Individuals who have a mental illness, are experiencing homelessness, and are highly vulnerable per Whatcom Homeless Service Center assessment criteria, may be served as resources allow.
4. Residents are expected to be engaged in mental health services with a community provider and to have an individualized treatment/service plan.
5. Residents may stay at the facility for up to 90 days. Any exceptions to the 90 day limit must be approved in writing by the County Contract Administrator.
6. Staff will be trained in mental health awareness, de-escalation techniques, and substance abuse issues.
7. The Contractor will coordinate admissions through the Whatcom County Homeless Service Center for residents referred by the County’s contracted Re-Entry Specialist, the Western State Hospital liaison, and other professionals designated by the County.
8. Staff will coordinate with each client’s mental health provider to ensure relevant information sharing and discharge planning inclusive of housing and ongoing mental health treatment.
B. Other Requirements

1. The Contractor will allow access for case managers to Sun House and will help coordinate residents' care with mental health service providers.

2. The Contractor will participate in housing system meetings, as arranged and convened by the Whatcom County Health Department and/or community partners.

3. The Contractor may refer Sun House residents to permanent housing placements.

4. Contractor will adhere to written procedures for resident medication self-administration consistent with WAC 246-888-020 (see Exhibit "E"). These procedures will be followed by all staff that perform this activity.

I. Program Outcomes

A. During this contract period, the emergency shelter operated by the Contractor will deliver the following annual outcomes:

1. 36 unique clients will be sheltered at the facility

2. Nine beds will be either in use or available for clients at the facility, with the exception of brief periods of transition between discharging a client and admitting a new client

3. The median length of stay for clients will be less than 90 days

4. At least 95 percent of clients who stay at the facility will be connected with new support services or training opportunities after their admission into the facility

5. 95 percent of clients exiting the facility will do so to a stable housing situation

II. Required Reporting

The contractor shall submit monthly reports utilizing data in a format approved by the County showing the contractor's progress toward achieving the outcomes identified above. Monthly reports are due on the 15th of each month following the end of the reporting period.

Reports will include:

a. Number of unique clients that stayed at facility during the reporting month

b. Number of beds or units of capacity at the facility this month, with changes in capacity noted in reports

c. Utilization of facility's capacity expressed as a percent of beds in use

d. Average length of stay for all households that exited the facility during the month

e. Median length of stay for all households that exited the facility during the month

f. Percent of households that exited the shelter over the month with enrollment in community/social support services at time of exit

g. Total number of client exits from the facility to any destination (unduplicated)

h. The type of housing destination for each client exit

i. Total number of new client entries from any destination (unduplicated)

j. The most recent type of prior housing for new clients who enter the facility
*Contractors will be notified via email of updates to reporting templates. Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at: http://www.whatcomcounty.us/DocumentCenter/View/37568/WCHDmonthlyESreport2019SunHouse.
EXHIBIT "B"
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed $285,635, is the Behavioral Health Program Fund, Mental Health Millage, HB 2060 Homeless Housing Funds.

II. Budget - Allowable Costs: The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel – wages &amp; benefits</td>
<td>GL detail</td>
<td>$238,482</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>GL detail</td>
<td>$30,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>GL detail</td>
<td>$14,153</td>
</tr>
<tr>
<td>Travel and Training</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required. For mileage include name of traveler, dates, start &amp; end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>).</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

| Total                     |                                 | 285,635 |

The contractor may transfer funds among budget line items in an amount up to 10%.

III. Invoicing

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

2. The Contractor shall submit invoices to (include contract/PO #):

   Attention: Business Office – HL-BusinessOffice@co.whatcom.wa.us
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

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

**Contact:** Rita Larsen  
PHONE: (360) 734-1161  
FAX: (360) 734-1173  
E-MAIL: rlt@riceinsurance.com

**Insurer(s) Affording Coverage:**  
American States Insurance Co

**Insured:** Sun Community Service  
515 E Chestnut St  
Bellingham WA 98225

**Insurer(s):** General Insurance Company of America

**Certificate Number:** CL182549293

**Coverage and Limitations**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
<th>Policy Number</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
<td>01C174429750</td>
<td>02/17/2018 - 02/17/2019</td>
</tr>
<tr>
<td>Automobile Liability</td>
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<td>01C174429750</td>
<td>02/17/2018 - 02/17/2019</td>
</tr>
<tr>
<td>Umbrella Liability</td>
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<td>01SU43157750</td>
<td>02/17/2018 - 02/17/2019</td>
</tr>
<tr>
<td>Workers Compensation and Employers’ Liability</td>
<td>$1,000,000</td>
<td>01C174429750</td>
<td>02/17/2018 - 02/17/2019</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
<td>LP7745308D</td>
<td>02/17/2018 - 02/17/2019</td>
</tr>
</tbody>
</table>

**Description of Operations/locations/vehicles**

Whatcom County is named as additional insured. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

**Certificate Holder**

Whatcom County  
509 Girard St.  
Bellingham WA 98225

**Cancellation**

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

**Authorized Representative**

[Signature]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
WHATCOM COUNTY
509 GRANT ST
BELLINGHAM, WA 98225

RE: CONTRACT WITH INSURED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II — WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule subject to the following provisions:

1. The additional insured is an insured but only for liability directly resulting from:
   a. your ongoing operations for the additional insured whether the work is performed by you or for you;
   b. the general supervision of your ongoing operations by the additional insured.

2. This insurance does not apply to:
   a. "Bodily injury" or "property damage" arising out of any act or omission of, or for defects in design furnished by or for, the additional insured or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

The insurance provided will not exceed the lesser of:
   a. The coverage and/or limits of this policy, or
   b. The coverage and/or limits required by the contract, agreement or permit.

With respect to the insurance afforded the additional insured, paragraph 4, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

4. Other Insurance

   a. This insurance is primary and noncontributory, and our obligations are not affected by any other insurance where the additional insured is the Named Insured, whether primary, excess, contingent, or on any other basis; however, the defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."

   b. This additional provision applies only to the additional insured shown in the Schedule and the coverage provided by this endorsement.
LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.

b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(a) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires;

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Copyright, Insurance Services, 2001
(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

```
g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
```

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(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;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

```
J. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or
any other person, organization or entity, for
repair, replacement, enhancement, restauration
or maintenance of such property for any
reason, including prevention of injury to a
person or damage to another's property;

(2) Premises you sell, give away or abandon, if
the "property damage" arises out of any part
of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or
control of the insured;

(5) That particular part of real property on which
you or any contractors or subcontractors
working directly or indirectly on your behalf
are performing operations, if the "property
damage" arises out of those operations, or

(6) That particular part of any property that must
be restored, repaired or replaced because
"your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do
not apply to "property damage" (other than
damage by fire) to premises, including the
contents of such premises, rented to you. A separate
limit of insurance applies to Damage To Premises
Rented To You as described in Section III
— Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if
the premises are "your work" and were never
occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion
do not apply to liability assumed under a side-
track agreement.

Paragraph (6) of this exclusion does not apply to
"property damage" included in the "products-
completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III)
is replaced by the following:

6. Subject to 5. above, the Damage To Premises
Rented To You Limit is the most we will pay un-
der Coverage A for damages because of
"property damage" to any one premises, while
rented to you, or in the case of damage by fire,
while rented to you or temporarily occupied by
you with permission of the owner.

The Damage To Premises Rented To You limit is the
higher of the Each Occurrence Limit shown in the
Declarations or the amount shown in the Declarations
as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS
AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or
to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A
AND B — BAIL BONDS — TIME OFF FROM
WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS —
COVERAGES A AND 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.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS —
COVERAGES A AND B is replaced by the following:

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

EMPLOYEES AS INSURED — HEALTH CARE
SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section
II) is deleted, unless excluded by separate endorse-
ment.

EXTENDED COVERAGE FOR NEWLY ACQUIRED
ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is
replaced by the following:

a. Coverage under this provision is afforded
only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by
the following:

a. "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.
EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COM- MERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any 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”. This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive those rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single “location”:

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your “locations” owned by or rented to you.

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to $10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COM- MERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an “occurrence”, claim or “suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representa- tions of COMMERICAL GENERAL LIABILITY CONDI- TIONS (Section IV):

If you unintentionally fail to disclose any hazards ex- isting at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERICAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.
EXHIBIT “D”
Sun House Emergency Shelter Operations Guidelines

1. All new staff members and at least annually thereafter must have a clear criminal history background check. An employee will not be employed if their background check contains offences that would disqualify them for employment per DSHS.

2. All direct contact staff members must have current CPR and First Aid training.

3. All direct contact staff members will have a clear TB test to be conducted within the first 90 days of employment, or documentation of clear TB status.

4. All direct contact staff members must have a Food Handler’s permit or CEUs in safe food handling and preparation.

5. Fire drills will be performed twice per quarter and all smoke detectors tested at least monthly.

6. The fire alarm system and fire extinguishers will be inspected annually.

7. All rooms that are in use for clients will meet fire egress standards.

8. The facility will remain ADA compliant.

9. Critical incidents will be reported to the Health Department within 24 hours (critical incidents are things like serious injury to a consumer, death, abuse).

10. All staff members will receive annual performance evaluations.

11. All residents will have a crisis plan and individual support plan developed within the first month of admission.

12. All residents will have a mental health diagnosis.

13. Consumers with a history of physical aggression, self-injury, fire-setting, and/or sexual crimes will be declined admission unless there is reason to believe such behavior is unlikely to occur again; this usually involves assessment and documentation by a psychiatrist.

14. Meals provided by Sun Community Service will be nutritionally complete, and food will be available to clients for meals and snacks that meet nutritional needs.

15. Clients will be provided privacy when meeting with their service providers if they desire.

16. Clients can make private phone calls if they wish.

17. Client mail will be given to the client unopened.

18. All medications will be kept in a locked storage container, unless the medication is needed for urgent PRN conditions, such as an inhaler for asthma, which the client may keep on their person if desired.

19. Clients will be prompted to take medications as prescribed and staff will document when medications are taken.

20. Clients will be provided a minimum of 80 square feet per person of bedroom space.

21. Physical space for clients will be free from toxic chemicals and hazardous or unsafe conditions.

22. Smoking will only occur outdoors and at least 25 feet from doors and windows.

23. The client’s right to privacy will be respected per accordance with HIPAA standards.

24. A process will be in place for evaluating and responding to allegations of abuse and neglect.
Exhibit “E”
WAC 246-888-020: Self-Administration of Medication

What is self-administration with assistance and how is it different from independent self-administration or medication administration?

Self-administration with assistance means assistance with legend drugs and controlled substances rendered by a non-practitioner to an individual residing in a community-based care setting or an in-home care setting. It includes:

- reminding or coaching the individual to take their medication,
- handing the medication container to the individual,
- opening the medication container,
- using an enabler, or
- placing the medication in the hand of the individual/resident.

The individual/resident must be able to put the medication into his or her mouth or apply or instill the medication. The individual/resident does not necessarily need to state the name of the medication, intended effects, side effects, or other details, but must be aware that he/she is receiving medications. Assistance may be provided with prefilled insulin syringes. Assistance is limited to handing the prefilled insulin syringe to an individual/resident. Assistance with the administration of any other intravenous and/or injectable medication is specifically excluded. The individual/resident retains the right to refuse medication. Self-administration with assistance shall occur immediately prior to the ingestion or application of a medication.

Independent self-administration occurs when an individual/resident is independently able to directly apply a legend drug or controlled substance by ingestion, inhalation, injection or other means. In licensed boarding homes, self-administration may include situations in which an individual cannot physically self-administer medications but can accurately direct others per WAC 388-78A-300. These regulations do not limit the rights of people with functional disabilities to self-direct care according to chapter 74.39 RCW.

If an individual/resident is not able to physically ingest or apply a medication independently or with assistance, then the medication must be administered to the individual/resident by a person legally authorized to do so (e.g., physician, nurse, pharmacist). All laws and regulations applicable to medication administration apply. If an individual/resident cannot safely self-administer medication or self-administer with assistance and/or cannot indicate awareness that he or she is taking a medication, then the medication must be administered to the individual/resident by a person legally authorized to do so.
WHATCOM COUNTY COUNCIL AGENDA BILL

355

CLEARANCES

<table>
<thead>
<tr>
<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>B</td>
<td>10/24/18</td>
<td></td>
<td>11/07/18</td>
<td>Introduction</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>11/20/16</td>
<td>Hearing</td>
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<td></td>
<td></td>
<td>12/4/18</td>
<td>Finance/Council</td>
</tr>
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</table>

Title of Document:
Ordinance authorizing the 2019 Whatcom County Unified Fee Schedule.

Attachments:

SEPA review required? ( ) Yes (X) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? (x) Yes ( ) NO
Requested Date: 11/20/18

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

This proposed ordinance authorizes the 2019 Unified Fee

Committee Action:

Council Action:
11/7/2018: Introduced 7-0
11/20/18: Referred to 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.
PROPOSED BY: County Executive  
INTRODUCTION DATE: November 7, 2018

ORDINANCE NO. __________
AN ORDINANCE ADOPTING THE 2019
WHATCOM COUNTY UNIFIED FEE SCHEDULE

WHEREAS, the County Council has approved a budget for the 2019–2020 biennium, including all sources of revenues and anticipated expenditures on November 20, 2018; and

WHEREAS, the County Council held a public hearing regarding the county biennial budget which included property tax rates, and other revenues; and

WHEREAS, the unified fee schedule contains fees set by Whatcom County to generate funding for services included in the 2019-2020 budget;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Unified Fee Schedule is hereby adopted as of January 1, 2019, as detailed in Appendix A, Unified Fee Schedule, Appendix B, Whatcom County Planning and Development Services Building Services Division 2019/2020 Unified Fee Schedule Policy and Addenda A – D, and Appendix C Whatcom County Public Works Unified Fee Schedule Addenda.

BE IT FURTHER ORDAINED that department directors may propose to the County Executive a reasonable charge or fee for providing services, privileges or products if the charge is not listed in the adopted Unified Fee Schedule. The fee may include the cost for the use (by any person) of any departmental equipment necessary to provide the service, privilege or product. Fees shall not exceed the amount necessary to reimburse the department for its actual costs incident to such service, privilege or product. During the year, upon a showing of sufficient justification, the County Executive may add new fees or adjust fees set by the Unified Fee Schedule by way of Executive Order. If the fee is an ongoing standard charge, it shall be included in the next biennially proposed unified fee schedule ordinance.
BE IT FURTHER ORDAINED that these fees shall remain in effect until amended, rescinded or superseded.

BE IT FINALLY ORDAINED that, if any portion of this ordinance is found to be unlawful, all remaining portions shall remain in effect.

ADOPTED this _____ day of __________________, 2018

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, Council Clerk

______________________________
Rud Browne, Chair

APPROVED as to form:

( ) Approved  ( ) Denied

______________________________
Civil Deputy Prosecutor

______________________________
Jack Louws, Executive

Date:________________________
<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change of New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
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<tbody>
<tr>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8042 Application Processing - bypass of courthouse security screening</td>
<td>$75.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$75.00</td>
<td>Per Application</td>
<td>Executive Order 2006-6</td>
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<tr>
<td>Facilities Management</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1005 Long-Term Parking - Monthly</td>
<td>$35.00</td>
<td>Per Month</td>
<td>No Change</td>
<td>$35.00</td>
<td>Per Month</td>
<td>WCC 2.68</td>
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<tr>
<td>1007 Short-Term Parking - Daily</td>
<td>$4.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$4.00</td>
<td>Per Day</td>
<td>WCC 2.68</td>
</tr>
<tr>
<td>1009 Short-Term Parking - 4 Hours or less</td>
<td>$2.00</td>
<td>Per each 4 Hours</td>
<td>No Change</td>
<td>$2.00</td>
<td>Per each 4 Hours</td>
<td>WCC 2.68</td>
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<tr>
<td>7143 Employee and Public Parking Lots: Parking Violation - 1st</td>
<td>$10.00</td>
<td>Per Employee, or per Registered Owner if not an employee</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per Employee, or per Registered Owner if not an employee</td>
<td>WCC 2.68</td>
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<tr>
<td>7144 Employee and Public Parking Lots: Parking Violation - 2nd</td>
<td>$20.00</td>
<td>Per Employee, or per Registered Owner if not an employee</td>
<td>No Change</td>
<td>$20.00</td>
<td>Per Employee, or per Registered Owner if not an employee</td>
<td>WCC 2.68</td>
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<tr>
<td>7162 Employee and Public Parking Lots: Parking Violation - 3rd</td>
<td>$40.00</td>
<td>Per Employee, or per Registered Owner if not an employee</td>
<td>No Change</td>
<td>$40.00</td>
<td>Per Employee, or per Registered Owner if not an employee</td>
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<tr>
<td>7163 Employee and Public Parking Lots: Parking Violation (4 or more violations) Vehicle Restraint</td>
<td>$60.00</td>
<td>Per Restraint applied</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Restraint applied</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2862 District Payroll</td>
<td>$10.00</td>
<td>Per Payroll Per Employee</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per Payroll Per Employee</td>
<td></td>
</tr>
<tr>
<td>Human Resources</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Application Copy &amp; Transfer</td>
<td>$5.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$5.00</td>
<td>Per Application</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>All Departments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2878 Scanning fee for records scanned in response to request for Public Records</td>
<td>$0.10</td>
<td>per page</td>
<td>No Change</td>
<td>$0.10</td>
<td>per page</td>
<td>EHB1594 EHB1595</td>
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<tr>
<td>7130 Returned Payment Fee (Former title - NSF Check Fee)</td>
<td>$30.00</td>
<td>per transaction</td>
<td>No Change</td>
<td>$30.00</td>
<td>per transaction</td>
<td></td>
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<tr>
<td>7131 Photocopy, excludes recorded docs</td>
<td>$0.15</td>
<td>per page (8 1/2' x 11&quot;)</td>
<td>No Change</td>
<td>$0.15</td>
<td>per page (8 1/2' x 11&quot;)</td>
<td>Non-certified, (budget pgs, crty code, maps, etc.)</td>
</tr>
<tr>
<td>Assessor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1050 Computer Disks</td>
<td>$1.00</td>
<td>Per Disk</td>
<td>No Change</td>
<td>$1.00</td>
<td>Per Disk</td>
<td>Unfd Fee Schdl Ordinance</td>
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<td>1051 Computer Print-outs</td>
<td>$0.15</td>
<td>Per Page</td>
<td>No Change</td>
<td>$0.15</td>
<td>Per Page</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>1052 Computer Time</td>
<td>$50.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$50.00</td>
<td>Per Hour</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>1054 Copies 18 x 22 Maps</td>
<td>$1.00</td>
<td>Per Copy</td>
<td>No Change</td>
<td>$1.00</td>
<td>Per Copy</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Assessor

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1055</td>
<td>Current Use / Designated Forestland Classification</td>
<td>$250.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$250.00</td>
<td>Per Application</td>
<td>RCW 84.34.030 - RCW 84.33.130</td>
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<tr>
<td>1056</td>
<td>Fire Patrol Fee</td>
<td>$0.25</td>
<td>Per Parcel</td>
<td>No Change</td>
<td>$0.25</td>
<td>Per Parcel</td>
<td>RCW 76.04.610</td>
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<tr>
<td>2783</td>
<td>Real Property Assessment Roll - Short Master</td>
<td>$35.00</td>
<td>Each</td>
<td>No Change</td>
<td>$35.00</td>
<td>Each</td>
<td>CPU processing plus digital media</td>
</tr>
<tr>
<td>2785</td>
<td>Assessment Roll PACS Full Summary</td>
<td>$150.00</td>
<td>Each</td>
<td>No Change</td>
<td>$150.00</td>
<td>Each</td>
<td>CPU Processing plus Digital Media</td>
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<tr>
<td>2787</td>
<td>Subdivision - Section Real Property Assessment Roll (Short Master)</td>
<td>$15.00</td>
<td>Each</td>
<td>No Change</td>
<td>$15.00</td>
<td>Each</td>
<td>CPU Processing plus Digital Media</td>
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</tbody>
</table>

### Auditor

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
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<tbody>
<tr>
<td>1110</td>
<td>Election Maps/By Precinct</td>
<td>$3.00</td>
<td>Per Map</td>
<td>No Change</td>
<td>$3.00</td>
<td>Per Map</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>1113</td>
<td>Image Service (Daily Links), (Document Images)</td>
<td>$0.02</td>
<td>$0.05 Per Image</td>
<td>No Change</td>
<td>$0.02</td>
<td>$0.05 Per Image</td>
<td>Unfd Fee Schdl</td>
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<tr>
<td>1117</td>
<td>Marriage License-Family Court</td>
<td>$8.00</td>
<td>Per License-Sup Ct</td>
<td>No Change</td>
<td>$8.00</td>
<td>Per License-Sup Ct</td>
<td>RCW 26.12.220, Council authorized</td>
</tr>
<tr>
<td>1118</td>
<td>Marriage License-Family Services</td>
<td>$15.00</td>
<td>Per License-Sup Ct.</td>
<td>No Change</td>
<td>$15.00</td>
<td>Per License-Sup Ct.</td>
<td>RCW 26.04.160, Council authorized</td>
</tr>
<tr>
<td>1125</td>
<td>Record of Survey (18 x 24)</td>
<td>$25.00</td>
<td>First Page</td>
<td>No Change</td>
<td>$25.00</td>
<td>First Page</td>
<td>Plus other state fees</td>
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<td>7135</td>
<td>Email digital map image (Recording)</td>
<td>$1.00</td>
<td>per image, same cost as printed page</td>
<td>No Change</td>
<td>$1.00</td>
<td>per image, same cost as printed page</td>
<td>Unfd Fee Schdl</td>
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<tr>
<td>8073</td>
<td>Marriage Search Prior to 1980 (certified)</td>
<td>$8.00</td>
<td>Each</td>
<td>No Change</td>
<td>$8.00</td>
<td>Each</td>
<td>Plus copy costs</td>
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<td>8075</td>
<td>Election Registration Data</td>
<td>$10.00</td>
<td>Each CD or Electronic Transfer</td>
<td>No Change</td>
<td>$10.00</td>
<td>Each CD or Electronic Transfer</td>
<td>Unfd Fee Schdl</td>
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<tr>
<td>8143</td>
<td>Daily Matchbacks (Elections)</td>
<td>$3.00</td>
<td>Per daily match</td>
<td>No Change</td>
<td>$3.00</td>
<td>Per daily match</td>
<td>Unfd Fee Schdl</td>
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<tr>
<td>8196</td>
<td>Marriage Search Prior to 1980 (not certified)</td>
<td>$8.00</td>
<td>Each</td>
<td>No Change</td>
<td>$8.00</td>
<td>Each</td>
<td>Plus copy costs</td>
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<tr>
<td>8462</td>
<td>Licensing Mail Fee (CND)</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td>No Change</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td>Executive Order 2009-03</td>
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<td>9019</td>
<td>Assisted Record Search for Documents Prior to 1980</td>
<td>$8.00</td>
<td>Each</td>
<td>No Change</td>
<td>$8.00</td>
<td>Each</td>
<td>Plus copy costs</td>
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<td>9043</td>
<td>Full Size Maps (Copies)</td>
<td>$5.00</td>
<td>per First Page</td>
<td>No Change</td>
<td>$5.00</td>
<td>per First Page</td>
<td>Add1 pages $3 ea</td>
</tr>
<tr>
<td>9044</td>
<td>Full Size Maps (Copies)-Additional Pages</td>
<td>$3.00</td>
<td>per additional page</td>
<td>No Change</td>
<td>$3.00</td>
<td>per additional page</td>
<td>Unfd Fee Schdl</td>
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### Council

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1201</td>
<td>Tapes, CD's, and DVD's</td>
<td>$8.00</td>
<td>Per Tape, CD, or DVD</td>
<td>No Change</td>
<td>$8.00</td>
<td>Per Tape, CD, or DVD</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>1202</td>
<td>Tapes, CD's, DVD's/Customer Supplied</td>
<td>$4.00</td>
<td>Per Tape, CD, DVD</td>
<td>No Change</td>
<td>$4.00</td>
<td>Per Tape, CD, DVD</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>1203</td>
<td>Certified Copies</td>
<td>$1.00</td>
<td>Additional Pages</td>
<td>No Change</td>
<td>$1.00</td>
<td>Additional Pages</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>1204</td>
<td>Certified Copies</td>
<td>$3.00</td>
<td>First Page Each Doc</td>
<td>No Change</td>
<td>$3.00</td>
<td>First Page Each Doc</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>1207</td>
<td>Council Packets</td>
<td>$25.00</td>
<td>Per Year</td>
<td>No Change</td>
<td>$25.00</td>
<td>Per Year</td>
<td>Unfd Fee Schdl Ordinance</td>
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<td>1210</td>
<td>Record Search</td>
<td>$20.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$20.00</td>
<td>Per Hour</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>1211</td>
<td>Road Vacations Application</td>
<td>$300.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$300.00</td>
<td>Per Application</td>
<td>WCC 12.20</td>
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<td>1212</td>
<td>Road Vacations Appraisal</td>
<td>$200.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$200.00</td>
<td>Per Application</td>
<td>WCC 12.20</td>
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</tbody>
</table>

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Department Fees and Charges

#### Council

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
<th>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1213</td>
<td>Road Vacations Processing</td>
<td>$162.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$162.00</td>
<td>Per Application</td>
<td>WCC 12.20</td>
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</tr>
<tr>
<td>1214</td>
<td>Road Vacations Recording</td>
<td>$128.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$128.00</td>
<td>Per Application</td>
<td>WCC 12.20</td>
<td></td>
</tr>
<tr>
<td>1215</td>
<td>Segregation of Sp Assmts</td>
<td>$3.00</td>
<td>Each Tract</td>
<td>No Change</td>
<td>$3.00</td>
<td>Each Tract</td>
<td>WCC 3.52</td>
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<tr>
<td>1216</td>
<td>Verbatim Transcripts</td>
<td>$5.00</td>
<td>Per Page</td>
<td>No Change</td>
<td>$5.00</td>
<td>Per Page</td>
<td>Untfd Fee Schdl Ordinance</td>
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<tr>
<td>1220</td>
<td>Appeal to Council Fee</td>
<td>$300.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Application</td>
<td>WCC 15.04.060 &amp; WCC 23.60.150</td>
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<td>7138</td>
<td>Franchise Application Fee</td>
<td>$500.00</td>
<td>per application</td>
<td>No Change</td>
<td>$500.00</td>
<td>per application</td>
<td>Unified Fee Schedule</td>
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</tr>
<tr>
<td>8145</td>
<td>Franchise transfer of ownership fee</td>
<td>$200.00</td>
<td>per application</td>
<td>No Change</td>
<td>$200.00</td>
<td>per application</td>
<td>WCC 12.24.021</td>
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<tr>
<td>8505</td>
<td>Major Project Permit - Hearing Examiner Fee</td>
<td>$1,000.00</td>
<td>per application,</td>
<td>No Change</td>
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* Subject to adjustment according to federal law

Friday, October 26, 2018

Page 3 of 35
### Appendix A - 2019 Unified Fee Schedule

#### Executive Fees and Charges

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<thead>
<tr>
<th>UFS#</th>
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<th>2018 Rate</th>
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<td>per imp/12 mo period</td>
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<td>per imp/12 mo period</td>
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<td>per imp/12 mo period</td>
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<td>per imp/12 mo period</td>
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<tr>
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<td>per imp/12 mo period</td>
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<td>per imp/12 mo period</td>
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<td>per imp/12 mo period</td>
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* Subject to adjustment according to federal law
## Executive

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### Health

#### Administration

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<td>Each</td>
<td>Unfd Fee Schdl Ordinance</td>
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</table>

### Environmental Health

* Subject to adjustment according to federal law

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Friday, October 26, 2018

Page 5 of 35
<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>2019 Rate</th>
<th>Change of New Rate Basis</th>
<th>Authorization</th>
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<td>PDS Verification - Water</td>
<td>$130.00</td>
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<td>SW - Well Site Approvals/2 env, plates</td>
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<td>Per Application</td>
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<td>Total (10 hour base)</td>
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<td>SW Application, Env Monitoring Req'd, base - Total (15 hour base)</td>
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<td>$2,730.00</td>
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<tr>
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<td>Total (Each Additional Hour)</td>
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<td>$10.00</td>
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<tr>
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<td>$55.00</td>
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<td>SW Application, Env Monitoring Req'd, base - Total (Change of New Total)</td>
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<td>SW Application, Env Monitoring Req'd, base - Total (Total)</td>
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<td>SW Application, Env Monitoring Req'd, base - Total (Total (10 hour base))</td>
<td>$1,980.00</td>
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<td>Total (Total (10 hour base))</td>
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<td>SW Application, Env Monitoring Req'd, base - Total (Total (15 hour base))</td>
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<td>$130.00</td>
<td>Total (Total (15 hour base))</td>
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<tr>
<td>1493</td>
<td>SW Application, Env Monitoring Req'd, base - Total (Total (16 hour base))</td>
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<td>$210.00</td>
<td>Total (Total (16 hour base))</td>
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<tr>
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<td>SW Application, Env Monitoring Req'd, base - Total (Total (Annual))</td>
<td>$1,980.00</td>
<td>$2,050.00</td>
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<td>Total (Total (Annual))</td>
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<tr>
<td>1495</td>
<td>SW Application, Env Monitoring Req'd, base - Total (Total (Each Additional Hour))</td>
<td>$120.00</td>
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<td>$10.00</td>
<td>Total (Total (Each Additional Hour))</td>
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<td>Total (Total (Change of New Charge))</td>
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<td>$170.00</td>
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<td>Total (Total (Total))</td>
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</tbody>
</table>

**Note:** Subject to adjustment according to federal law.

Friday, October 26, 2018

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### Appendix A - 2019 Unified Fee Schedule

#### Health

**Environmental Health**

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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<tbody>
<tr>
<td>1530</td>
<td>Food Supermarket + Add'l services</td>
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<td>Change</td>
<td>$843.00</td>
<td>Base Permit</td>
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<tr>
<td>1531</td>
<td>LE School &amp; Institutional Inspect on Request</td>
<td>$243.00</td>
<td>Base Charge ($126 add'l hr) after 2hr</td>
<td>Change</td>
<td>$255.00</td>
<td>Base Charge ($126 add'l hr) after 2hr</td>
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<td>LE School - Playground Plan Review</td>
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<td>No Change</td>
<td>$126.00</td>
<td>Per Hour</td>
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<td>Plan Review Food, additional hours</td>
<td>$126.00</td>
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<td>Per Hour</td>
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<td>Food Establishment (New or remodel) review &amp; 1st Pre Operational inspection</td>
<td>$331.00</td>
<td>Base Charge</td>
<td>Change</td>
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<td>Base Charge incl. Farmer's mtxt complex menu plan review</td>
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<td>Food Menus, Limited Food Serv Plan Review No Inspection (1 hour max)</td>
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<td>Base Charge review ($126/adjlv/hr) low risk</td>
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<td>Re-Inspection Food Program</td>
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<td>Food Temp Food Srv.Cook-Off participant</td>
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<td>Food Temp Food Service Cock-Off</td>
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<td>Base Permit</td>
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<td>Base Permit</td>
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<td>Per Permit</td>
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<td>RV Park Permit, Multi-Event Temporary</td>
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<td>RV Park Permit, Temporary</td>
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<td>Per Permit</td>
<td>No Change</td>
<td>$126.00</td>
<td>Per Permit</td>
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<td>RV Parks - Opening Inspection Fee</td>
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<td>Swimming Pool, Spa, Water Rec Base Permit</td>
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<td>LE Swimming Pool, Spa, each water body</td>
<td>$167.00</td>
<td>Each Pool</td>
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<td>LE Water Rec Pool/Spa - Application/Preopening Inspection</td>
<td>$222.00</td>
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<td>LE Water Rec Pool/Spa - Preopening Reinspection</td>
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<td>Change</td>
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<td>Per Inspection</td>
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<td>O&amp;M Fee</td>
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<td>LE School &amp; Institutional Inspect each classroom</td>
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<td>Change</td>
<td>$315.00</td>
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</tbody>
</table>

* Subject to adjustment according to federal law
# Appendix A - 2019 Unified Fee Schedule

## Health

### Environmental Health

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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<td>Secure Med Plan review up to 50 Hours</td>
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<td>$6,300.00</td>
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<td>2909</td>
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<td>per plan</td>
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<td>SW monitoring revisions additional hours</td>
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<td>per hour</td>
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<td>each per year</td>
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<td>Food Community Food Service Waiver</td>
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<td>No Change</td>
<td>$0.00</td>
<td>Per waiver</td>
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<tr>
<td>4984</td>
<td>PDS water availability, plat, each lot</td>
<td>$130.00</td>
<td>Each lot</td>
<td>Change</td>
<td>$135.00</td>
<td>Each lot</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>4986</td>
<td>PDS - Env. Land use reviews (regular project)</td>
<td>$126.00</td>
<td>Each</td>
<td>No Change</td>
<td>$126.00</td>
<td>Each</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>4987</td>
<td>PDS - Env. Land use reviews (large project)</td>
<td>$252.00</td>
<td>Each</td>
<td>Change</td>
<td>$265.00</td>
<td>Each</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>4988</td>
<td>OSS Installer's Packet</td>
<td>$18.00</td>
<td>Per Packet</td>
<td>Change</td>
<td>$19.00</td>
<td>Per Packet</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>4989</td>
<td>OSS Pumper's Packet</td>
<td>$7.00</td>
<td>Per Packet</td>
<td>No Change</td>
<td>$7.00</td>
<td>Per Packet</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>8034</td>
<td>Test Administration (OSS, O&amp;M, Pumper)</td>
<td>$110.00</td>
<td>per test</td>
<td>Change</td>
<td>$114.00</td>
<td>per test</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>8077</td>
<td>OSS Redesign Submittal Fee</td>
<td>$220.00</td>
<td>Each</td>
<td>Change</td>
<td>$229.00</td>
<td>Each</td>
<td>RCW 70.05.060</td>
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<tr>
<td>8461</td>
<td>Food Service, Simple Menu, All Sizes</td>
<td>$389.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$408.00</td>
<td>Per permit</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>8466</td>
<td>Food Service, Moderate Menu</td>
<td>$562.00</td>
<td>per change</td>
<td>Change</td>
<td>$565.00</td>
<td>per permit</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>8468</td>
<td>Food Service, Complex Menu, 0-25 Seats</td>
<td>$547.00</td>
<td>per permit</td>
<td>Change</td>
<td>$574.00</td>
<td>per permit</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>8470</td>
<td>Food Service, Complex Menu, 26 + seats</td>
<td>$747.00</td>
<td>per permit</td>
<td>Change</td>
<td>$784.00</td>
<td>per permit</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>8471</td>
<td>Food Establishment with more than one food service</td>
<td>$194.00</td>
<td>per add'l service</td>
<td>Change</td>
<td>$204.00</td>
<td>per add'l service</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>8472</td>
<td>Temp Food Srv, Single Event</td>
<td>$160.00</td>
<td>per permit</td>
<td>Change</td>
<td>$168.00</td>
<td>per permit</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>8473</td>
<td>OSS Application &amp; Permit - Tank Only</td>
<td>$475.00</td>
<td>Per Application</td>
<td>No Change</td>
<td>$475.00</td>
<td>Per Application</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>8474</td>
<td>Pool Closure-Inspection or Reinspection</td>
<td>$301.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$316.00</td>
<td>Per Inspection</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>9033</td>
<td>Food Establishment Change of Owner</td>
<td>$163.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$171.00</td>
<td>Per permit</td>
<td>UFS Ordinance</td>
</tr>
<tr>
<td>9034</td>
<td>Farmer's market low risk menu single location</td>
<td>$209.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$219.00</td>
<td>Per permit</td>
<td>UFS Ordinance</td>
</tr>
<tr>
<td>9035</td>
<td>Farmer's market low risk multiple locations</td>
<td>$278.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$292.00</td>
<td>Per permit</td>
<td>UFS Ordinance</td>
</tr>
<tr>
<td>9036</td>
<td>Farmer's Market Complex Menu - Single location</td>
<td>$416.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$437.00</td>
<td>Per permit</td>
<td>UFS Ordinance</td>
</tr>
<tr>
<td>9037</td>
<td>Farmer's Market Complex Menu - Multiple locations</td>
<td>$557.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$585.00</td>
<td>Per permit</td>
<td>UFS Ordinance</td>
</tr>
<tr>
<td>9038</td>
<td>Admin review plus permit re-instatement inspection-Food Prog</td>
<td>$315.00</td>
<td>Per admin review (includes inspection for re-instatement)</td>
<td>Change</td>
<td>$331.00</td>
<td>Per admin review (includes inspection for re-instatement)</td>
<td>UFS Ordinance</td>
</tr>
</tbody>
</table>

## Human Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1595</td>
<td>Victim Impact Panel</td>
<td>$50.00</td>
<td>Per attendance</td>
<td>No Change</td>
<td>$50.00</td>
<td>Per attendance</td>
<td>RCW 46.61.5152</td>
</tr>
<tr>
<td>4996</td>
<td>Youth Victim Impact Panel Fee</td>
<td>$20.00</td>
<td>per session</td>
<td>No Change</td>
<td>$20.00</td>
<td>per session</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Department Fees and Charges

#### Jail

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>2547</td>
<td>Home Monitoring UA</td>
<td>$15.00</td>
<td>per sample</td>
<td>No Change</td>
<td>$15.00</td>
<td>per sample</td>
<td>Can be waived or sliding</td>
</tr>
<tr>
<td>2548</td>
<td>Inmate Elective Sick Call</td>
<td>$5.00</td>
<td>Per Call</td>
<td>No Change</td>
<td>$5.00</td>
<td>Per Call</td>
<td></td>
</tr>
<tr>
<td>2550</td>
<td>Jail Commissary</td>
<td>Varies/Cost</td>
<td>No Change</td>
<td>Varies/Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2551</td>
<td>Jail Per Diem Full Custody</td>
<td>$116.00</td>
<td>per day</td>
<td>No Change</td>
<td>$116.00</td>
<td>per day</td>
<td>Executive Order 2018-05</td>
</tr>
<tr>
<td>2552</td>
<td>Jail Booking Fee</td>
<td>$116.00</td>
<td>Each</td>
<td>No Change</td>
<td>$116.00</td>
<td>Each effective July 1, 2016</td>
<td></td>
</tr>
<tr>
<td>2553</td>
<td>Mileage Fees</td>
<td>Per Federal Mileage Rate Per Mile</td>
<td>No Change</td>
<td>Per Federal Mileage Rate Per Mile</td>
<td>RCW 36.18.040(1)(i)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2554</td>
<td>Notarizing Documents</td>
<td>$5.00</td>
<td>Each</td>
<td>No Change</td>
<td>$5.00</td>
<td>Each</td>
<td>RCW 36.18.040(1)(p)</td>
</tr>
<tr>
<td>2556</td>
<td>Other Papers/Documents</td>
<td>$12.00</td>
<td>Each + Mileage</td>
<td>No Change</td>
<td>$12.00</td>
<td>Each + Mileage</td>
<td>RCW 36.18.040(1)(l)</td>
</tr>
<tr>
<td>2557</td>
<td>Postage</td>
<td>Actual Cost</td>
<td>No Change</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2568</td>
<td>Urinalysis, Initial</td>
<td>$15.00</td>
<td>Each, Initial</td>
<td>No Change</td>
<td>$15.00</td>
<td>Each Initial fee applied</td>
<td>Can be waived or sliding</td>
</tr>
<tr>
<td>2572</td>
<td>Work Release, Offender fee</td>
<td>$15.00</td>
<td>1% of gross income during WR period</td>
<td>No Change</td>
<td>$15.00</td>
<td>1% of gross income during WR period</td>
<td>Can be waived</td>
</tr>
<tr>
<td>2573</td>
<td>Work Release UA</td>
<td>$15.00</td>
<td>per sample</td>
<td>No Change</td>
<td>$15.00</td>
<td>per sample</td>
<td>Can be waived or sliding</td>
</tr>
<tr>
<td>2769</td>
<td>Baseline UA fee</td>
<td>$15.00</td>
<td>per sample</td>
<td>No Change</td>
<td>$15.00</td>
<td>May be waived</td>
<td></td>
</tr>
<tr>
<td>2772</td>
<td>EHM/EHHD program fee, Offender fee</td>
<td>$20.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$20.00</td>
<td>Per Day Sheriff may charge sliding scale or waive fee</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>2789</td>
<td>Jail Medical Records</td>
<td>$0.15</td>
<td>Each page copied + actual shipping</td>
<td>No Change</td>
<td>$0.15</td>
<td>Each page copied + actual shipping Plus shipping</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>2790</td>
<td>Urinalysis, Additional</td>
<td>$10.00</td>
<td>Each, after initial</td>
<td>No Change</td>
<td>$10.00</td>
<td>Each, after initial May be waived</td>
<td>Unfd Fee Schdl Ordinance</td>
</tr>
<tr>
<td>2791</td>
<td>Jail Work Crew fee, Offender fee</td>
<td>$15.00</td>
<td>Per day worked</td>
<td>No Change</td>
<td>$15.00</td>
<td>May be waived</td>
<td></td>
</tr>
<tr>
<td>2856</td>
<td>Out of Custody Work Crew fee, agency</td>
<td>$50.00</td>
<td>per day</td>
<td>No Change</td>
<td>$50.00</td>
<td>per day</td>
<td></td>
</tr>
<tr>
<td>2857</td>
<td>Electronic Monitoring Fee, Agency</td>
<td>$73.00</td>
<td>Per day</td>
<td>No Change</td>
<td>$73.00</td>
<td>Per day</td>
<td></td>
</tr>
<tr>
<td>2858</td>
<td>Extraordinary Medical Costs</td>
<td>Actual discounted cost</td>
<td>No Change</td>
<td>Actual discounted cost</td>
<td>Reimbursed to County upon invoicing</td>
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<td></td>
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<tr>
<td>2859</td>
<td>Public Records Documents, Paper</td>
<td>$0.15</td>
<td>per page + actual shipping costs</td>
<td>No Change</td>
<td>$0.15</td>
<td>per page + actual shipping costs</td>
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<tr>
<td>2880</td>
<td>Public Documents, other media</td>
<td>Actual cost to reproduce record(s)</td>
<td>No Change</td>
<td>Actual cost to reproduce record(s)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2877</td>
<td>Jail Capital Replacement</td>
<td>$13.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$13.00</td>
<td>Per Day</td>
<td></td>
</tr>
<tr>
<td>5037</td>
<td>Offender elects to change program schedule</td>
<td>$10.00</td>
<td>Per schedule change</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per schedule change</td>
<td></td>
</tr>
<tr>
<td>5038</td>
<td>Inmate Work Crew UA</td>
<td>$15.00</td>
<td>per sample</td>
<td>No Change</td>
<td>$15.00</td>
<td>per sample</td>
<td>Can be waived or sliding</td>
</tr>
<tr>
<td>7192</td>
<td>School release, resident, Offender fee</td>
<td>$5.00</td>
<td>per day</td>
<td>No Change</td>
<td>$5.00</td>
<td>per day</td>
<td>Can be waived or sliding</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Jail

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
<th>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>7193</td>
<td>Non-resident OC Work crew</td>
<td>$66.00</td>
<td>per day</td>
<td>Change</td>
<td>$50.00</td>
<td>per day</td>
<td>Current yr. per diem</td>
<td></td>
</tr>
<tr>
<td>7194</td>
<td>Non-resident IC work crew</td>
<td>$108.00</td>
<td>Per day</td>
<td>Change</td>
<td>$116.00</td>
<td>Per day</td>
<td>Per diem rate for each day in facility</td>
<td></td>
</tr>
<tr>
<td>7195</td>
<td>Non-resident School Release</td>
<td>$108.00</td>
<td>per day in facility</td>
<td>Change</td>
<td>$116.00</td>
<td>per day in facility</td>
<td>Current year per diem</td>
<td>Unified fee schedule Ordinance, contract</td>
</tr>
<tr>
<td>7196</td>
<td>Non-resident Work Release</td>
<td>$108.00</td>
<td>per day in facility</td>
<td>Change</td>
<td>$116.00</td>
<td>per day in facility</td>
<td>current per diem rate</td>
<td>Unified fee schedule Ordinance, contract</td>
</tr>
<tr>
<td>7197</td>
<td>Non-resident EHD/EHM</td>
<td>$53.00</td>
<td>Current year per diem, per day</td>
<td>Change</td>
<td>$73.00</td>
<td>Current year per diem, per day</td>
<td>Per</td>
<td>Unified fee schedule Ordinance, contract</td>
</tr>
<tr>
<td>8502</td>
<td>Corrections Deputy Overtime Reimbursement Rate</td>
<td>$57.00</td>
<td>Per hour</td>
<td>No Change</td>
<td>$57.00</td>
<td>Per hour</td>
<td>Average overtime hourly wage &amp; benefits</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>8504</td>
<td>Corrections Sergeant Overtime Reimbursement Rate</td>
<td>$74.00</td>
<td>Per hour</td>
<td>No Change</td>
<td>$74.00</td>
<td>Per hour</td>
<td>Average hourly overtime cost</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>9039</td>
<td>Out of custody work crew meals, jail time only.</td>
<td>$5.00</td>
<td>Per Day Worked</td>
<td>No Change</td>
<td>$5.00</td>
<td>Per Day Worked</td>
<td>Can be waived or sliding fee applied</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>9040</td>
<td>Replacement cost of jail issued property</td>
<td>Actual cost</td>
<td>Actual cost</td>
<td>No Change</td>
<td>Actual cost</td>
<td>Will vary depending on the item</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>9041</td>
<td>Indigent kits</td>
<td>Per item, actual cost</td>
<td>Per item, actual cost</td>
<td>No Change</td>
<td>Per item, actual cost</td>
<td>Upon inmate</td>
<td>Unified Fee Schedule</td>
<td></td>
</tr>
</tbody>
</table>

### Parks & Recreation

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
<th>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1800</td>
<td>Special Events Miscellaneous</td>
<td>Actual Cost based on impact to facility</td>
<td>No Change</td>
<td>Actual Cost based on impact to facility</td>
<td>$78.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1809</td>
<td>Silver Lake Cabins Larabee, Kulshan Max. 6 persons per cabin, Non-Res</td>
<td>$78.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$78.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1811</td>
<td>Silver Lake Cabins Sunsum, Non-Res</td>
<td>$96.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$99.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td></td>
</tr>
<tr>
<td>1813</td>
<td>Silver Lake Baker Cabin, Non-Res</td>
<td>$120.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$120.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td></td>
</tr>
<tr>
<td>1815</td>
<td>Silver Lake Cabins Larabee, Kulshan, Res</td>
<td>$56.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$58.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1817</td>
<td>Silver Lake Cabins Tomohoi, Sunsum, Shuksan, Res</td>
<td>$89.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$89.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1819</td>
<td>Silver Lake Baker Cabin, Res</td>
<td>$110.00</td>
<td>Per Day Per Family</td>
<td>No Change</td>
<td>$110.00</td>
<td>Per Day Per Family</td>
<td>Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1822</td>
<td>Reservation Fee</td>
<td>$13.00</td>
<td>Per Reservation / Site / Consecutive Days</td>
<td>No Change</td>
<td>$13.00</td>
<td>Per Reservation / Site / Consecutive Days</td>
<td>Unified Fee Schedule</td>
<td></td>
</tr>
<tr>
<td>1827</td>
<td>Comp Park &amp; Rec Open Spc Plan</td>
<td>$20.00</td>
<td>Per Copy</td>
<td>No Change</td>
<td>$20.00</td>
<td>Per Copy</td>
<td>Does not include sales tax</td>
<td></td>
</tr>
<tr>
<td>1828</td>
<td>Concessions</td>
<td>Varies based on Cost</td>
<td>No Change</td>
<td>Varies based on Cost</td>
<td></td>
<td></td>
<td></td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1831</td>
<td>Silver Lake Day Lodge, Res</td>
<td>$195.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$195.00</td>
<td>Per Day</td>
<td>Sales Tax Exempt</td>
<td></td>
</tr>
<tr>
<td>1835</td>
<td>Filming - Parks Facilities Use</td>
<td>Per Day ($100 - $2,000 based on impact to the facility and staff time)</td>
<td>No Change</td>
<td>Per Day ($100 - $2,000 based on impact to the facility and staff time)</td>
<td>Sales Tax Exempt</td>
<td>Unified Fee Schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1836</td>
<td>Hovander Main Picnic Area, Res</td>
<td>$295.00</td>
<td>Per group, $200 additional for 151 - 250 people</td>
<td>No Change</td>
<td>$295.00</td>
<td>Per group, $200 additional for 151 - 250 people</td>
<td>Sales tax exempt</td>
<td>Unified Fee Schedule</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Parks & Recreation

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
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<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1838</td>
<td>Hovander Water Tower Area, Non-Res</td>
<td>$100.00</td>
<td>Per group; $50 additional for 51 to 100 people</td>
<td>No Change</td>
<td>$100.00</td>
<td>Per group; $50 additional for 51 to 100 people</td>
<td>Executive Order 2006-1</td>
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<td>1839</td>
<td>Hovander Water Tower Area, Res</td>
<td>$80.00</td>
<td>Per group; $50 additional for 51 to 100 people</td>
<td>No Change</td>
<td>$80.00</td>
<td>Per group; $50 additional for 51 to 100 people</td>
<td>Executive Order 2006-1</td>
</tr>
<tr>
<td>1843</td>
<td>Hovander Main Picnic Area, Non-Res</td>
<td>$315.00</td>
<td>Per group; $200 additional for 151 - 250 people</td>
<td>No Change</td>
<td>$315.00</td>
<td>Per group; $200 additional for 151 - 250 people</td>
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<tr>
<td>1864</td>
<td>Lighthouse Marine Park Camper, Non-Res</td>
<td>$25.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>No Change</td>
<td>$25.00</td>
<td>Per Night-1 family unit or 6 people max</td>
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<tr>
<td>1865</td>
<td>Lighthouse Marine Park Camper, Resident</td>
<td>$18.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>No Change</td>
<td>$18.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1867</td>
<td>Other Miscellaneous Revenue</td>
<td>Varies</td>
<td>No Change</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>1872</td>
<td>Program Instruction</td>
<td>Varies</td>
<td>No Change</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>1877</td>
<td>Range Fees Day Use, General, Res</td>
<td>$10.00</td>
<td>Per Person, Per Range, Per Visit</td>
<td>Change</td>
<td>$11.00</td>
<td>Per Person, Per Range, Per Visit</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1883</td>
<td>Range Fees Spotting Scope Rental</td>
<td>$2.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$2.00</td>
<td>Per Day</td>
<td>Unfd Fee Schdl Ordinance</td>
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<tr>
<td>1884</td>
<td>Range Fees Season Ticket, Res</td>
<td>$170.00</td>
<td>Per Person</td>
<td>No Change</td>
<td>$180.00</td>
<td>Per Person</td>
<td>Executive Order 2006-1</td>
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<tr>
<td>1885</td>
<td>Range Fees Targets (High Power Range)</td>
<td>$1.00</td>
<td>Each</td>
<td>No Change</td>
<td>$1.00</td>
<td>Each</td>
<td>Executive Order 2006-1</td>
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<tr>
<td>1886</td>
<td>Range Fees Trap Range, Res</td>
<td>$6.00</td>
<td>One Round (25 targets)</td>
<td>Change</td>
<td>$7.00</td>
<td>One Round (25 targets)</td>
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<tr>
<td>1891</td>
<td>Range Fees Trap Range, Non-Res</td>
<td>$7.00</td>
<td>Per Round (25 targets)</td>
<td>Change</td>
<td>$8.00</td>
<td>Per Round (25 targets)</td>
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<tr>
<td>1894</td>
<td>Range Fees Day Use, General, Non-Res</td>
<td>$11.00</td>
<td>Per Person, Per Range, Per Visit</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Person, Per Range, Per Visit</td>
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<td>1895</td>
<td>Range Fees Season Ticket, Non Res</td>
<td>$190.00</td>
<td>Per Person</td>
<td>Change</td>
<td>$200.00</td>
<td>Per Person</td>
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<tr>
<td>1896</td>
<td>Range Adult Firearm Rental</td>
<td>$7.00</td>
<td>First Firearm Rental (ammo additional)</td>
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<td>$7.00</td>
<td>First Firearm Rental (ammo additional)</td>
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<tr>
<td>1901</td>
<td>Roeder Home Main Floor - Wednesday</td>
<td>$25.00</td>
<td>Per Hour, 2 hour Minimum approved HMS community concerts</td>
<td>No Change</td>
<td>$25.00</td>
<td>Per Hour, 2 hour Minimum approved HMS community concerts</td>
<td>Unified Fee Schdl Ordinance</td>
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<tr>
<td>1903</td>
<td>Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat</td>
<td>$10.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per Hour</td>
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</tr>
<tr>
<td>1904</td>
<td>Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat</td>
<td>$30.00</td>
<td>Per 4 Hours</td>
<td>No Change</td>
<td>$30.00</td>
<td>Per 4 Hours</td>
<td>Executive Order 2006-1</td>
</tr>
<tr>
<td>1911</td>
<td>Samish Day Lodge, Res</td>
<td>$255.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$255.00</td>
<td>Per Day</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1926</td>
<td>Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat</td>
<td>$15.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$15.00</td>
<td>Per Hour</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>1927</td>
<td>Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat</td>
<td>$45.00</td>
<td>Per 4 Hours</td>
<td>No Change</td>
<td>$45.00</td>
<td>Per 4 Hours</td>
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<tr>
<td>1929</td>
<td>Silver Lake Dump Station</td>
<td>$6.00</td>
<td>(Free Dump with camping fee receipt)</td>
<td>No Change</td>
<td>$6.00</td>
<td>(Free Dump with camping fee receipt)</td>
<td>Unified Fee Schdl Ordinance</td>
</tr>
<tr>
<td>1930</td>
<td>Silver Lake Cascade Camping Cabin, Non-Res</td>
<td>$47.00</td>
<td>Per Night-Max 6 people per campsite</td>
<td>No Change</td>
<td>$47.00</td>
<td>Per Night-Max 6 people per campsite</td>
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<tr>
<td>1931</td>
<td>Silver Lake Cascade Camping Cabin, Res</td>
<td>$42.00</td>
<td>Per Night-Max 6 people per campsite</td>
<td>No Change</td>
<td>$42.00</td>
<td>Per Night-Max 6 people per campsite</td>
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</tr>
<tr>
<td>1932</td>
<td>Silver Lake Camp site, Non-Res</td>
<td>$25.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>No Change</td>
<td>$25.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>Unified Fee Schedule</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
# Appendix A - 2019 Unified Fee Schedule

## Parks & Recreation

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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</thead>
<tbody>
<tr>
<td>1933</td>
<td>Silver Lake Camp site w/electricity, Non-Res</td>
<td>$31.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>No Change</td>
<td>$31.00</td>
<td>Per Night-1 family unit or 6 people max Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1934</td>
<td>Silver Lake Camp site w/electricity, Res</td>
<td>$24.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>No Change</td>
<td>$24.00</td>
<td>Per Night-1 family unit or 6 people max Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1935</td>
<td>Silver Lake Camp site, Res</td>
<td>$18.00</td>
<td>Per Night-1 family unit or 6 people max</td>
<td>No Change</td>
<td>$18.00</td>
<td>Per Night-1 family unit or 6 people max Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1936</td>
<td>Silver Lake Campsite, Extra Vehicle</td>
<td>$11.00</td>
<td>Per Vehicle, Per Night</td>
<td>No Change</td>
<td>$11.00</td>
<td>Per Vehicle, Per Night Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1938</td>
<td>Silver Lake Group Camp, Res</td>
<td>$300.00</td>
<td>Per Night</td>
<td>No Change</td>
<td>$300.00</td>
<td>Per Night Includes sales tax</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>1939</td>
<td>Silver Lake Group Camp, Non-Res</td>
<td>$320.00</td>
<td>Per Night</td>
<td>No Change</td>
<td>$320.00</td>
<td>Per Night Includes sales tax</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>1940</td>
<td>Silver Lake Red Mtn. Camp Shelter - Res</td>
<td>$40.00</td>
<td>Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite</td>
<td>No Change</td>
<td>$40.00</td>
<td>Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite Sales tax exempt</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>1942</td>
<td>Silver Lake Night Lodge, Res</td>
<td>$168.00</td>
<td>Per Night (Max. Cap. 8 persons)</td>
<td>No Change</td>
<td>$168.00</td>
<td>Per Night (Max. Cap. 8 persons) Includes sales tax</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>1944</td>
<td>Silver Lake Night Lodge, Non-Res</td>
<td>$188.00</td>
<td>Per Night (Max. Cap. 8 persons)</td>
<td>No Change</td>
<td>$188.00</td>
<td>Per Night (Max. Cap. 8 persons) Includes sales tax</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>1954</td>
<td>Horse Fee</td>
<td>$5.00</td>
<td>Per horse, per overnight campground / stable stay</td>
<td>No Change</td>
<td>$5.00</td>
<td>Per horse, per overnight campground / stable stay Sales tax exempt</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2724</td>
<td>Hovander Orchard, Non-Res</td>
<td>$155.00</td>
<td>Per Day, only in conjunction with rental of the Group Picnic Area</td>
<td>No Change</td>
<td>$155.00</td>
<td>Per Day, only in conjunction with rental of the Group Picnic Area Sales tax exempt</td>
<td>Unified Fee Schdl Ordinance</td>
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<tr>
<td>2729</td>
<td>Hovander Red or Blue Picnic Site, Non-Res</td>
<td>$95.00</td>
<td>Per Day, Per Site, $25 additional for 51 to 100 people</td>
<td>No Change</td>
<td>$95.00</td>
<td>Per Day, Per Site, $25 additional for 51 to 100 people Sales tax exempt</td>
<td>Unified Fee Schdl Ordinance</td>
</tr>
<tr>
<td>2733</td>
<td>Silver Lake Maple Creek Picnic Shelter, Res</td>
<td>$125.00</td>
<td>Per Group</td>
<td>No Change</td>
<td>$125.00</td>
<td>Per Group Sales tax exempt</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>2734</td>
<td>Silver Lake Maple Creek Picnic Shelter, Non-Res</td>
<td>$145.00</td>
<td>Per Group</td>
<td>No Change</td>
<td>$145.00</td>
<td>Per Group Sales tax exempt</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>2737</td>
<td>Day Use Boat Launch Lighthouse Marine Park</td>
<td>$10.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per Day Sales Tax Exempt</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2746</td>
<td>Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun &amp; Holidays 8 am - 11pm, Non-Res</td>
<td>$220.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$220.00</td>
<td>Per Day Sales Tax Exempt</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>2747</td>
<td>Ferndale Senior Activity Center Large Group Use Fee</td>
<td>$50.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$50.00</td>
<td>Per Day Sales Tax Exempt</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2748</td>
<td>Vendor Day Fee (Special Events)</td>
<td>Varies per day/ per hour (Negotiated based on impact to the facility and staff time)</td>
<td>No Change</td>
<td>Varies per day/ per hour (Negotiated based on impact to the facility and staff time) Sales tax exempt</td>
<td>No Change</td>
<td>Varies per day/ per hour (Negotiated based on impact to the facility and staff time) Sales tax exempt</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>2749</td>
<td>Roeder Home Main and Second Floor, Non-Res</td>
<td>$275.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$275.00</td>
<td>Per Day Sales Tax Exempt</td>
<td>Unified Fee Schedule</td>
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<tr>
<td>2750</td>
<td>Roeder Home Main and Second Floor, Res</td>
<td>$250.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$250.00</td>
<td>Per Day Sales Tax Exempt</td>
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<td>2784</td>
<td>GIS Shapefile and Assessment Roll Data (Short Master)</td>
<td>$75.00</td>
<td>Each</td>
<td>No Change</td>
<td>$75.00</td>
<td>Each CPU Processing plus Digital Media</td>
<td>Unfd Fee Schdl Ordinance</td>
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<td>2801</td>
<td>Silver Lake Day Lodge, Non-Res</td>
<td>$215.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$215.00</td>
<td>Per Day Sales tax exempt</td>
<td>Unified Fee Schedule</td>
</tr>
</tbody>
</table>

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<th>Rate Basis</th>
<th>Authorization</th>
<th>Notes</th>
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<tbody>
<tr>
<td>2805</td>
<td>Silver Lake Red Mtn. Camp Shelter, Non-Res</td>
<td>$60.00</td>
<td>Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite</td>
<td>Executive Order 2006-1</td>
<td>-</td>
</tr>
<tr>
<td>2827</td>
<td>Camping Discount</td>
<td></td>
<td>50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.</td>
<td>No Change</td>
<td></td>
<td>50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2828</td>
<td>Special Event application review fee - Up to 3 Hours of Administrative Review</td>
<td>$50.00</td>
<td>per event, up to 3 hours of Administrative Review</td>
<td>Change</td>
<td>$100.00</td>
<td>per event, up to 3 hours of Administrative Review</td>
<td>Executive Order 2013-06</td>
<td>-</td>
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<tr>
<td>2830</td>
<td>Facility / Event Staffing Fee</td>
<td>$30.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$30.00</td>
<td>Per Hour</td>
<td>Executive Order 2013-06</td>
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<td>2834</td>
<td>Cabin Pet Fee</td>
<td>$28.00</td>
<td>2 pets maximum</td>
<td>No Change</td>
<td>$28.00</td>
<td>2 pets maximum</td>
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<td>2880</td>
<td>Special Event - Additional Electrical Panel</td>
<td></td>
<td>New</td>
<td>New</td>
<td>$200.00</td>
<td>per panel</td>
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<tr>
<td>2881</td>
<td>Special Event - WiFi access</td>
<td></td>
<td>New</td>
<td>New</td>
<td>$100.00</td>
<td>per day</td>
<td>Unified Fee Schedule</td>
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<td>2899</td>
<td>Field Mowing Fee</td>
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<td>$55.00</td>
<td>per hour of mowing</td>
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<tr>
<td>2900</td>
<td>Facility Rental - WiFi Access</td>
<td></td>
<td>New</td>
<td>New</td>
<td>$25.00</td>
<td>per day</td>
<td>-</td>
<td>-</td>
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<tr>
<td>5001</td>
<td>Samish Day Lodge, Non-Res</td>
<td>$275.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$275.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td>-</td>
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<tr>
<td>5020</td>
<td>Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun &amp; Holidays 8 am to 11 pm, Res</td>
<td>$132.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$132.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td>-</td>
</tr>
<tr>
<td>5021</td>
<td>Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res</td>
<td>$157.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$157.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td>-</td>
</tr>
<tr>
<td>5027</td>
<td>Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res</td>
<td>$105.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$105.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td>-</td>
</tr>
<tr>
<td>5028</td>
<td>Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res</td>
<td>$125.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$125.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td>-</td>
</tr>
<tr>
<td>8004</td>
<td>Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat</td>
<td>$55.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$55.00</td>
<td>Per Day</td>
<td>Sales tax includes sales tax</td>
<td>-</td>
</tr>
<tr>
<td>8005</td>
<td>Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat</td>
<td>$40.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$40.00</td>
<td>Per Day</td>
<td>Sales Tax</td>
<td>-</td>
</tr>
<tr>
<td>8006</td>
<td>Hovander Camping Fee</td>
<td>$12.00</td>
<td>Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.)</td>
<td>Change</td>
<td>$18.00</td>
<td>Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.) Includes sales tax</td>
<td>Unified Fee Schedule</td>
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</tr>
<tr>
<td>8008</td>
<td>Alcohol Use Fee</td>
<td>$60.00</td>
<td>Per Event</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Event</td>
<td>Unified Fee Schedule</td>
<td>-</td>
</tr>
<tr>
<td>8012</td>
<td>Daily admission to Commercial Event at Hovander Complex</td>
<td>$1.00</td>
<td>per person</td>
<td>No Change</td>
<td>$1.00</td>
<td>per person</td>
<td>Executive Order 2005-01</td>
<td>-</td>
</tr>
<tr>
<td>8015</td>
<td>Commercial Event use of Main Picnic shelter at Hovander</td>
<td>$590.00</td>
<td>per day</td>
<td>No Change</td>
<td>$590.00</td>
<td>per day</td>
<td>Executive Order 2005-01</td>
<td>-</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law

Friday, October 26, 2018
## Parks & Recreation

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
<th>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>8018</td>
<td>Commercial Event use of all picnic areas in Hovander Complex (includes Main Picnic Shelter, Orchard, Water Tower, Red and Blue areas)</td>
<td>$1,500.00</td>
<td>per day</td>
<td>No Change</td>
<td>$1,500.00</td>
<td>per day</td>
<td>Only in conjunction with approved Special Event</td>
<td></td>
</tr>
<tr>
<td>8020</td>
<td>Commercial use of fields Hovander Homestead Park</td>
<td>$400.00</td>
<td>per day, per field</td>
<td>No Change</td>
<td>$400.00</td>
<td>per day, per field</td>
<td>Only in conjunction with approved Special Event</td>
<td></td>
</tr>
<tr>
<td>8022</td>
<td>Period Reenactment and Youth Based Camping Activities</td>
<td>$1.00</td>
<td>Per person, per night (only in conjunction with approved special event Special Event Application required)</td>
<td>Change</td>
<td>$2.00</td>
<td>Per person, per night (only in conjunction with approved special event, Special Event Application required). Includes Sales Tax</td>
<td></td>
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<tr>
<td>8023</td>
<td>Special Event Alcohol Beverage Fee</td>
<td>$120.00</td>
<td>Per Event</td>
<td>No Change</td>
<td>$120.00</td>
<td>Per Event</td>
<td>Executive Order 2005-01</td>
<td></td>
</tr>
<tr>
<td>8024</td>
<td>Fields</td>
<td>$200.00</td>
<td>Per day, per field, with approved Special Event Application</td>
<td>No Change</td>
<td>$200.00</td>
<td>Per day, per field</td>
<td>Plus fees for impact of garbage, utility, staffing</td>
<td></td>
</tr>
<tr>
<td>8026</td>
<td>Lighthouse Marine Park Event Fee</td>
<td>$240 - $1,500 based on facility use and impact to the park</td>
<td>No Change</td>
<td>$240 - $1,500 based on facility use and impact to the park</td>
<td>Council delegates to Dept auth to set rates</td>
<td>Executive Order 2005-01</td>
<td></td>
<td></td>
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<tr>
<td>8047</td>
<td>Firewood</td>
<td>$5.00</td>
<td>Per Bundle</td>
<td>No Change</td>
<td>$5.00</td>
<td>Per Bundle</td>
<td>Unified Fee Schedule</td>
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</tr>
<tr>
<td>8048</td>
<td>Minor Sport Equipment Rental</td>
<td>$10.00</td>
<td>Per Item, Per Set</td>
<td>Change</td>
<td>Varies per item</td>
<td>Council delegates to Dept auth to set rates</td>
<td>Unified Fee Schedule</td>
<td></td>
</tr>
<tr>
<td>8049</td>
<td>Lighthouse Mm Pk, Large Tenting Site, (25 person max)</td>
<td>$60.00</td>
<td>Per Night</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Night</td>
<td>Includes sales tax</td>
<td></td>
</tr>
<tr>
<td>8050</td>
<td>Lighthouse Mm Pk, Large Tenting Site, (25 person max) Non-Res</td>
<td>$60.00</td>
<td>Per Night</td>
<td>No Change</td>
<td>$80.00</td>
<td>Per Night</td>
<td>Includes sales tax</td>
<td></td>
</tr>
<tr>
<td>8051</td>
<td>Corn Feeder - Hovander</td>
<td>$0.25</td>
<td>Each</td>
<td>No Change</td>
<td>$0.25</td>
<td>Each</td>
<td>Includes sales tax</td>
<td></td>
</tr>
<tr>
<td>8054</td>
<td>Accounting Fee - Programs</td>
<td></td>
<td></td>
<td>No Change</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8055</td>
<td>Semiahmoo Day Lodge, Res</td>
<td>$290.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$290.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td></td>
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<tr>
<td>8066</td>
<td>Semiahmoo Day Lodge, Non-Res</td>
<td>$310.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$310.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td></td>
</tr>
<tr>
<td>8099</td>
<td>Inflatable or Bounce House Fee</td>
<td>$75.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$75.00</td>
<td>Per Day</td>
<td>Sales Tax Exempt</td>
<td></td>
</tr>
<tr>
<td>8071</td>
<td>Hovander Portable BBQ Grill</td>
<td>$85.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$85.00</td>
<td>Per Day</td>
<td>Includes Sales Tax</td>
<td></td>
</tr>
<tr>
<td>8125</td>
<td>Roeder Home Kitchen Package (Dishes, flatware, coffee servers)</td>
<td>$50.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$50.00</td>
<td>Per Day</td>
<td>Includes sales tax</td>
<td></td>
</tr>
<tr>
<td>8126</td>
<td>Lighthouse Marine Park, Group Site, Res</td>
<td>$110.00</td>
<td>Per Night</td>
<td>No Change</td>
<td>$110.00</td>
<td>Per Night</td>
<td>Includes sales tax</td>
<td></td>
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<tr>
<td>8130</td>
<td>Roeder Home Commercial Outdoor Pkg (Tables, chairs)</td>
<td>$200.00</td>
<td>Per day</td>
<td>No Change</td>
<td>$200.00</td>
<td>Per day</td>
<td>Includes sales tax</td>
<td></td>
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<tr>
<td>8141</td>
<td>Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Res</td>
<td>$40.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$40.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td></td>
</tr>
<tr>
<td>8142</td>
<td>Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Non Res</td>
<td>$60.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Day</td>
<td>Sales tax exempt</td>
<td></td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>2019 Rate</th>
<th>Change of New Rate</th>
<th>Rate Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>8217</td>
<td>Parking Fee (Parking Only)</td>
<td>$55.00</td>
<td>$55.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8277</td>
<td>Range Fee: Junior Firearm Rental Rate</td>
<td>$3.00</td>
<td>$3.00</td>
<td>No Change</td>
<td>Per Hour</td>
</tr>
<tr>
<td>8324</td>
<td>Commercial Event Use of the Bellingham Senior Activity Center, Auditorium</td>
<td>$225.00</td>
<td>$225.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8341</td>
<td>Commercial Event Use of the Bellingham Senior Activity Center, Auditorium</td>
<td>$210.00</td>
<td>$210.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8450</td>
<td>Spinning Wheel</td>
<td>$275.00</td>
<td>$275.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8456</td>
<td>Lioms</td>
<td>$275.00</td>
<td>$275.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8457</td>
<td>Yкау</td>
<td>$275.00</td>
<td>$275.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8458</td>
<td>Bellingham Senior Activity Center, Auditorium</td>
<td>$250.00</td>
<td>$250.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8459</td>
<td>Bellingham Senior Activity Center, Auditorium</td>
<td>$275.00</td>
<td>$275.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8460</td>
<td>Bellingham Senior Activity Center, Auditorium</td>
<td>$275.00</td>
<td>$275.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
<tr>
<td>8461</td>
<td>Bellingham Senior Activity Center, Auditorium</td>
<td>$275.00</td>
<td>$275.00</td>
<td>No Change</td>
<td>Per Day</td>
</tr>
</tbody>
</table>

*Subject to adjustment according to Federal law.
## Parks & Recreation

### UFS# Description | 2018 Rate | Rate Basis | Change or New | 2019 Rate | Rate Basis | Authorization |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9049 Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun 6 am - 11 pm, Res</td>
<td>$200.00</td>
<td>Per Day</td>
<td>No Change</td>
<td>$200.00</td>
<td>Per Day Sales Tax Exempt</td>
<td>Unified Fee Schedule</td>
</tr>
</tbody>
</table>

### Planning & Development Services

#### Administration

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>2054</td>
<td>Custom Mapping or Data</td>
<td>$150.00</td>
<td>Per Hour + actual cost materials, 1/2 hour minimum</td>
<td>No Change</td>
<td>$150.00</td>
<td>Per Hour + actual cost materials, 1/2 hour minimum</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2074</td>
<td>Hearing Examiner: Appeal - Other Admin Decisions to Hearing Examiner</td>
<td>$500.00</td>
<td>Per application</td>
<td>Change</td>
<td>$500.00</td>
<td>Per application</td>
<td>WCC 15.16, 20, 21, 22, 23</td>
</tr>
<tr>
<td>2083</td>
<td>Standard Maps &amp; Publications</td>
<td>Actual Cost</td>
<td>No Change</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2757</td>
<td>Staff fee beyond standard services</td>
<td>$220.00</td>
<td>$220 base up to 2 hours, then $110/hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hours, then $120/hour</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2760</td>
<td>Copies/Printing - black/white - 8 1/2&quot; x 11&quot;</td>
<td>$0.15</td>
<td>Per Page</td>
<td>No Change</td>
<td>$0.15</td>
<td>Per Page</td>
<td>RCW 42.56.070(8), 42.56.120</td>
</tr>
<tr>
<td>2761</td>
<td>Copies/Printing - color - 8 1/2&quot; x 11&quot;, 8 1/2&quot; x 17&quot;, 11&quot; x 17&quot;</td>
<td>$0.25</td>
<td>Per Page</td>
<td>No Change</td>
<td>$0.25</td>
<td>Per Page</td>
<td>RCW 42.56.070(7)(a)</td>
</tr>
<tr>
<td>2762</td>
<td>Copies/Printing of Maps - black/white</td>
<td>$0.15</td>
<td>Per Linear Inch</td>
<td>No Change</td>
<td>$0.15</td>
<td>Per Linear Inch</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>2763</td>
<td>Copies/Printing of Maps - color</td>
<td>$0.35</td>
<td>Per Linear Inch</td>
<td>No Change</td>
<td>$0.35</td>
<td>Per Linear Inch</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>2764</td>
<td>Staff time for scanning paper documents into electronic format (applies when an electronic copy does not already exist)</td>
<td>$110.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>WAC 44-14-07003, 44-14-05002(2)(c)</td>
</tr>
<tr>
<td>2765</td>
<td>Code Enforcement Penalties</td>
<td>$1,000.00</td>
<td>Per Day Per Violation</td>
<td>Change</td>
<td>$1,000.00</td>
<td>Up to $1,000 per day per violation</td>
<td>WCC 15, 16.16, 20, 22, 23</td>
</tr>
<tr>
<td>2766</td>
<td>Code Enforcement Inspection for inspections necessary to check status or confirm completion of required compliance action.</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>WCC 15, 16, 16, 20, 22, 23</td>
</tr>
<tr>
<td>2811</td>
<td>Publishing</td>
<td>Actual Cost</td>
<td>No Change</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2843</td>
<td>3% Technology Fee - Permit System</td>
<td>3% Technology Fee charged on total permit/application cost</td>
<td>Change</td>
<td>3% Technology Fee charged on total permit/application fees due to Permit/Application</td>
<td></td>
<td></td>
<td>Unified Fee Schedule</td>
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<tr>
<td>8430</td>
<td>Special Reports</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>9005</td>
<td>CD's / DVD's/USB Storage</td>
<td>Actual Cost</td>
<td></td>
<td>Change</td>
<td></td>
<td></td>
<td>Unified Fee Schedule Ordinance</td>
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<tr>
<td>9006</td>
<td>Postage</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>9013</td>
<td>Notary Service</td>
<td>$8.00</td>
<td>Per Notary Signature and Seal</td>
<td>No Change</td>
<td>$8.00</td>
<td>Per Notary Signature and Seal</td>
<td>Unified Fee Schedule</td>
</tr>
</tbody>
</table>

### Building Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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</thead>
<tbody>
<tr>
<td>2767</td>
<td>Building Permit Appointment No-Show (without a cancellation notice)</td>
<td>$50.00</td>
<td></td>
<td>No Change</td>
<td>$50.00</td>
<td></td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>2842</td>
<td>FIRE: Fire Safety Correction Inspection</td>
<td>$55.00</td>
<td>Per Inspection-First follow up inspection after fire/ life safety corrections were identified and required</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Inspection-First follow up inspection after fire/life safety corrections were identified and required</td>
<td>WCC 15, 22</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Planning & Development Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>2875</td>
<td>FIRE: Additional Fire Safety Correction Inspections</td>
<td>$110.00</td>
<td>Per inspection-Second and/or more follow up inspections after firelife safety corrections were identified and required</td>
<td>Change</td>
<td>$120.00</td>
<td>Per inspection-Second and/or more follow up inspections after firelife safety corrections were identified and required</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>2882</td>
<td>Demolition Permit Rate Rate (Residential Only)</td>
<td></td>
<td></td>
<td>New</td>
<td>$240.00</td>
<td>Per Application</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>2883</td>
<td>Small Project Flat Rate (Residential Only)</td>
<td></td>
<td></td>
<td>New</td>
<td>$120.00</td>
<td>Per Application--Residential re-roof, window replacement &amp; siding replacement Only</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8215</td>
<td>Building Permit Re-Inspection Fee</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8243</td>
<td>Building Plan Check Fee</td>
<td>$100.00</td>
<td>65% of Building Permit</td>
<td>Change</td>
<td>$100.00</td>
<td>Per Permit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8301</td>
<td>Fire: Fireworks Stands</td>
<td>$110.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8302</td>
<td>Fire: Assembly Education, Daycare; Places of Assembly Occupancy Inspections</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8303</td>
<td>Fire: Plan Review (Includes out of Jurisdiction)</td>
<td>$220.00</td>
<td>$220 base up to 2 hours then $110/hr for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hours then $120/hr for each additional hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8304</td>
<td>Fire: Public Fireworks Display Permit</td>
<td>$220.00</td>
<td>Base 2 hours, then $110 per hour each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>Base 2 hours, then $140 per hour each additional hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8305</td>
<td>Fire: Special Inspections</td>
<td></td>
<td></td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8306</td>
<td>Mechanical Code: Additional Plan Review</td>
<td></td>
<td></td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8307</td>
<td>Mechanical Code: After Hours Inspection</td>
<td>$220.00</td>
<td>$220 base up to 2 hours then $110/hr for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hours then $120/hr for each additional hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8308</td>
<td>Mechanical Code: Inspections Other</td>
<td></td>
<td></td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, one hour minimum</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8309</td>
<td>Mechanical Code: Other Equipment Reg</td>
<td>$15.00</td>
<td>Per Appliance/Tank, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$15.00</td>
<td>Per Appliance/Tank</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8310</td>
<td>Mechanical Code: Permits</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8311</td>
<td>Mechanical Code: Re-Inspection</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8312</td>
<td>Mechanical Code: Appliance Under 100,000 BTU</td>
<td>$16.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$16.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8313</td>
<td>Mechanical Code: Appliance &gt; 100,000 BTU</td>
<td>$20.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$20.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8322</td>
<td>Mechanical Code: Boiler Compressor Up to 165,000 BTU</td>
<td>$16.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$16.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
</tbody>
</table>

*Subject to adjustment according to federal law*
### Planning & Development Services

#### Building Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>8323</td>
<td>Mechanical Code: Boiler/Compressor up to 330,000 BTU</td>
<td>$29.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$29.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8324</td>
<td>Mechanical Code: Boiler Compressor up to 1,165,000 BTU</td>
<td>$39.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$39.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8325</td>
<td>Mechanical Code: Boiler Compressor up to 3,300,000 BTU</td>
<td>$57.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$57.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8327</td>
<td>Mechanical Code: Boiler Compressor over 3,300,000 BTU</td>
<td>$94.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$94.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8332</td>
<td>Mobile Home Double Wide Permit Fee (Park)</td>
<td>$440.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$440.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8333</td>
<td>Mobile Home Double Wide Permit Fee (Residential Lot)</td>
<td>$550.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$550.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
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<tr>
<td>8334</td>
<td>Mobile Home Reinspection</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>WCC 15, 22</td>
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<tr>
<td>8338</td>
<td>Mobile Home Single Wide Permit Fee (Park)</td>
<td>$275.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$275.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
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<tr>
<td>8340</td>
<td>Mobile Home Single Wide Permit Fee (Residential Lot)</td>
<td>$385.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$385.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8345</td>
<td>Mobile Home Triple Wide Permit Fee (Park)</td>
<td>$550.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$550.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
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<tr>
<td>8346</td>
<td>Mobile Home Triple Wide Permit Fee (Residential Lot)</td>
<td>$660.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$660.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8347</td>
<td>Plumbing: Plan Review, Additional Plan Review</td>
<td>$110.00</td>
<td>Per Hour, one hour minimum</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, one hour minimum</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8348</td>
<td>Plumbing: After Hours Inspection</td>
<td>$220.00</td>
<td>$220 base up to 2 hour then $110/hr for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hour then $120/hr for each additional hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8349</td>
<td>Plumbing: Complex Systems</td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>Change</td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>UPC, WCC 15, 22, UFS Appendix B #9</td>
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<tr>
<td>8350</td>
<td>Plumbing: Permit</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>WCC 15, 22</td>
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<tr>
<td>8351</td>
<td>Plumbing: Permit Supplement</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8352</td>
<td>Plumbing: Reinspection</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>WCC 15, 22</td>
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<tr>
<td>8353</td>
<td>Plumbing: Backflow Protective Device</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8354</td>
<td>Plumbing: Lawn Sprinkler System</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8355</td>
<td>Plumbing: Drain</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8356</td>
<td>Plumbing: Fixture</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
### Appendix A - 2019 Unified Fee Schedule
### Department Fees and Charges

#### Planning & Development Services

<table>
<thead>
<tr>
<th>Building Services</th>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>8357</td>
<td>376</td>
<td>Plumbing: Water Heater</td>
<td>$10.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
<td></td>
</tr>
<tr>
<td>8358</td>
<td>376</td>
<td>Plumbing: Down Spout Commercial</td>
<td>$10.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
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</tr>
<tr>
<td>8359</td>
<td>376</td>
<td>Plumbing: Grease Interceptor</td>
<td>$110.00</td>
<td>$110 base up to 1 hour then $110/hr + $12.00 per unit</td>
<td>Change</td>
<td>$120.00</td>
<td>$120 base up to 1 hour then $120/hr + $12.00 per unit</td>
<td>WCC 15, 22</td>
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<tr>
<td>8360</td>
<td>376</td>
<td>Plumbing: Water Treatment Equipment Residential</td>
<td>$10.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
<td></td>
</tr>
<tr>
<td>8381</td>
<td>376</td>
<td>Plumbing: Large Backflow Preventor Device</td>
<td>$15.00</td>
<td>Per Unit + $110/hr over one hour</td>
<td>Change</td>
<td>$15.00</td>
<td>Per Unit + $120/hr over one hour</td>
<td>WCC 15, 22</td>
<td></td>
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<tr>
<td>8382</td>
<td>376</td>
<td>Plumbing: Sewer</td>
<td>$15.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$15.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
<td></td>
</tr>
<tr>
<td>8366</td>
<td>376</td>
<td>Construction Permit Pre-Application Review</td>
<td>$525.00</td>
<td>$525 base up to 1.5 hours then $110/hr</td>
<td>Change</td>
<td>$500.00</td>
<td>$500 base up to 1.5 hours then $120/hr</td>
<td>Unified Fee Schedule and Appendix B</td>
<td></td>
</tr>
<tr>
<td>8369</td>
<td>376</td>
<td>Title Eliminations (Mobile Homes)</td>
<td>$110.00</td>
<td>$110 per hour per application, minimum 1/2 hour</td>
<td>Change</td>
<td>$120.00</td>
<td>$120 per hour per application, minimum 1/2 hour</td>
<td>Unified Fee Schedule</td>
<td></td>
</tr>
<tr>
<td>8370</td>
<td>376</td>
<td>Zoning: Site Plan Review Residential</td>
<td>Per Application: 0.12% of Building Project Valuation, minimum $20 not to exceed $3,000</td>
<td>No Change</td>
<td>Per Application: 0.12% of Building Project Valuation, minimum $20 not to exceed $3,000</td>
<td>Unified Fee Schedule</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8372</td>
<td>376</td>
<td>Zoning: Site Plan Review Commercial</td>
<td>Per Application: 0.3% of Project Valuation or $20 whichever is greater; not to exceed $5,500</td>
<td>No Change</td>
<td>Per Application: 0.3% of Project Valuation or $20 whichever is greater; not to exceed $5,500</td>
<td>Unified Fee Schedule</td>
<td></td>
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<tr>
<td>8373</td>
<td>376</td>
<td>Outside Plan Review</td>
<td>Per UFS Appendix B, PDS UFS Policy #8</td>
<td>No Change</td>
<td>Per UFS Appendix B, PDS UFS Policy #8</td>
<td>Unified Fee Schedule, Appendix B, WCC 15</td>
<td></td>
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<tr>
<td>8375</td>
<td>376</td>
<td>Fire: Residential Burn Permit</td>
<td>$55.00</td>
<td>Per Permit, Per Week</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Permit, Per Week</td>
<td>IFC 105.6.340, 22</td>
<td></td>
</tr>
<tr>
<td>8376</td>
<td>376</td>
<td>Fire: Commercial Burn Permit</td>
<td>$110.00</td>
<td>Per Day Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Day Per Inspection</td>
<td>IFC 105.6.340, WCC 22</td>
<td></td>
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<tr>
<td>8377</td>
<td>376</td>
<td>Occupancy Permit: Commercial Change of Use/Tenant Improvement - No Value Project</td>
<td>Project Valuation + Fees</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 Base up to 1 hour, then $120 per hour for additional time</td>
<td>Unified Fee Schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 8378              | 376  | General Permit Administration                   | $110.00   | Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement. | Change | $120.00 | Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement. | WCC 15, 22 | +
| 8379              | 376  | Building Permit Repeat Plan File Setup           | 65% of Building Permit Fee, See UFS Appendix B, PDS UFS Policy #1 | No Change | 65% of Building Permit Fee, See UFS Appendix B, PDS UFS Policy #1 | Unified Fees Schedule and Appendix B |        |
| 8380              | 376  | Building Permits: Commercial                    | Per UFS Appendix B, PDS UFS Policy #2 | No Change | Per UFS Appendix B, PDS UFS Policy #2 | Unified Fee Schedule and Appendix B |        |

Friday, October 26, 2018

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Planning & Development Services

#### Building Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
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<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>8382</td>
<td>Building Permit Reinstatement with in 12 months of expiration</td>
<td>$220.00</td>
<td>Per Review</td>
<td>Change</td>
<td>$240.00</td>
<td>Per Review</td>
<td>WCC 15, 22</td>
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<tr>
<td>8383</td>
<td>Building Permit: Work Started Without Permit</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8385</td>
<td>Fire: Sprinkler System Plan Review (13-d)</td>
<td>$110.00</td>
<td>Per Review</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Review</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8386</td>
<td>Fire: Sprinkler System Plan Review/Inspection (All Other)</td>
<td>$55.00</td>
<td>Per Review, see UFS Appendix B, PDS UFS Policy #6</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Review, see UFS Appendix B, PDS UFS Policy #6</td>
<td>WCC 15, 22</td>
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<tr>
<td>8387</td>
<td>Fire: Fire Flow Inspection and/or Fire Access Road Inspection</td>
<td>$770.00</td>
<td>Per Review</td>
<td>Change</td>
<td>$800.00</td>
<td>Per Review</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8388</td>
<td>Fire: Administrative / Miscellaneous Review - Residential</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8389</td>
<td>Mobile Home Plan Review Fee</td>
<td>$110.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Application</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8390</td>
<td>Mobile Home Quadruple Wide PrePlan (Park Lot)</td>
<td>$175.00</td>
<td>Per Mobile Home</td>
<td>Change</td>
<td>$175.00</td>
<td>Per Mobile Home</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8391</td>
<td>Mobile Home Quadruple Wide Permit Fee (Park)</td>
<td>$660.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$660.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8392</td>
<td>Mobile Home Quadruple Wide Permit Fee (Residential)</td>
<td>$770.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$770.00</td>
<td>Per Story</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8393</td>
<td>Plumbing Sewage Ejector Inspection</td>
<td>$110.00</td>
<td>Per Review</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Review</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8394</td>
<td>Plumbing: Hydronic System</td>
<td>$110.00</td>
<td>Per System</td>
<td>Change</td>
<td>$120.00</td>
<td>Per System</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8395</td>
<td>Application Revision: Additional Review Requested due to Application Modification</td>
<td>$60.00</td>
<td>Per Revision: 50% of original application fee unless specified otherwise for certain applications</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Revision: 50% of original application fee unless specified otherwise for certain applications</td>
<td>WCC 15, 16, 20, 21, 22</td>
</tr>
<tr>
<td>8400</td>
<td>Fire: Fire Alarm System Inspection/Review Fire Alarm</td>
<td>$110.00</td>
<td>Per Permit except Open Burning</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Permit except Open Burning</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8401</td>
<td>Fire: Operational Permit</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8402</td>
<td>Fire: Out of Jurisdiction Fire Inspection or Investigation</td>
<td>$165.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$180.00</td>
<td>Per Hour</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8403</td>
<td>Mechanical Code: Heat Pump/Mini-split</td>
<td>$12.00</td>
<td>Per Unit, fee includes one inspection per inspection category</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Unit</td>
<td>WCC 15, 22</td>
</tr>
</tbody>
</table>

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### Planning & Development Services

#### Building Services

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</tr>
</thead>
<tbody>
<tr>
<td>8405</td>
<td>Mechanical Code: Gas Piping Residential/Accessory</td>
<td>$9.00</td>
<td>Per unit or outlet; includes one inspection per inspection category when not associated with a building permit</td>
<td>Change</td>
<td>$6.00</td>
<td>Per unit or outlet</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8406</td>
<td>Mechanical Code: Gas Piping/Commercial</td>
<td>$12.00</td>
<td>Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit.</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit.</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8407</td>
<td>Mechanical Code: Propane Tank</td>
<td>$16.00</td>
<td>Per Unit includes one inspection</td>
<td>Change</td>
<td>$16.00</td>
<td>Per Unit: includes one inspection</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8408</td>
<td>Mechanical Code: Commercial or Type 1 Hood</td>
<td>Fee per valuation, except when valuation is not available or reliable, then $110/hr. Fee per valuation equals the same amounts presented in UFS # 8412 - # 8420.</td>
<td>Change</td>
<td>Fee per valuation, except when valuation is not available or reliable, then $120/hr. Fee per valuation equals the same amounts presented in UFS # 8412 - # 8420.</td>
<td>WCC 15, 22</td>
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</tr>
<tr>
<td>8412</td>
<td>Building Permits up to $2,000</td>
<td>$54.64</td>
<td>Flat Fee</td>
<td>Change</td>
<td>$54.64</td>
<td>Flat Fee</td>
<td>WCC 15, 22</td>
</tr>
<tr>
<td>8413</td>
<td>Building Permits $2,001 - $25,000</td>
<td>$54.57</td>
<td>$54.57 base + $10.91 per $1,000 of project valuation</td>
<td>Change</td>
<td>$54.57</td>
<td>$54.57 base + $10.91 per $1,000 of project valuation</td>
<td>WCC 15, 22</td>
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<tr>
<td>8414</td>
<td>Building Permits $25,001 - $50,000</td>
<td>$305.61</td>
<td>$305.61 base + $7.89 per $1,000 project valuation</td>
<td>Change</td>
<td>$305.61</td>
<td>$305.61 base + $7.89 per $1,000 project valuation</td>
<td>WCC 15, 22</td>
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<tr>
<td>8415</td>
<td>Building Permits $50,001 - $100,000</td>
<td>$527.83</td>
<td>$527.83 base + $5.73 per $1,000 project valuation</td>
<td>Change</td>
<td>$527.83</td>
<td>$527.83 base + $5.73 per $1,000 project valuation</td>
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<tr>
<td>8416</td>
<td>Building Permits $100,001 - $150,000</td>
<td>$829.38</td>
<td>$829.38 base + $4.55 per $1,000 project valuation</td>
<td>Change</td>
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<td>$829.38 base + $4.55 per $1,000 project valuation</td>
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<tr>
<td>8417</td>
<td>Building Permits $150,001 - $250,000</td>
<td>$884.14</td>
<td>$884.14 base + $4.85 per $1,000 project valuation</td>
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<td>$884.14 base + $4.85 per $1,000 project valuation</td>
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<tr>
<td>8418</td>
<td>Building Permits $250,001 - $500,000</td>
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<td>$915.16 base + $5.02 per $1,000 project valuation</td>
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<td>$915.16 base + $5.02 per $1,000 project valuation</td>
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<td>8419</td>
<td>Building Permits $500,001 - $1,000,000</td>
<td>$2,844.42</td>
<td>$2,844.42 base + $4.19 per $1,000 project valuation</td>
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<td>$2,844.42</td>
<td>$2,844.42 base + $4.19 per $1,000 project valuation</td>
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<tr>
<td>8420</td>
<td>Building Permits $1,000,000 and up</td>
<td>$4,893.48</td>
<td>$4,893.48 base + $2.77 per $1,000 project valuation</td>
<td>Change</td>
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<tr>
<td>8421</td>
<td>Special Inspection</td>
<td>$110.00</td>
<td>Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.</td>
<td>WCC 15, 22</td>
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<tr>
<td>8422</td>
<td>Construction Permit: Reduced Pre-Application Review</td>
<td>$250.00</td>
<td>$250 base up to 1.5 hours then $110/hr for each additional hour. See UFS Appendix B, PDS UFS Policy #7B</td>
<td>Change</td>
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<td>$250 base up to 1.5 hours then $120/hr for each additional hour. See UFS Appendix B, PDS UFS Policy #7B</td>
<td>Unified Fee Schedule and Appendix B</td>
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<table>
<thead>
<tr>
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<tr>
<td>8423</td>
<td>Mechanical Code: Supplemental Permit</td>
<td>$40.00</td>
<td>Per Permit, includes one inspection when separate from a building permit</td>
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<td>8424</td>
<td>Mechanical Code: Simple Appliance or Vent</td>
<td>$10.00</td>
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<td>8425</td>
<td>Mechanical Code: Air Handling Unit</td>
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<tr>
<td>8426</td>
<td>Mechanical Code: Solid Fuel Burning Appliance or Fireplace</td>
<td>$12.00</td>
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<td>Per Unit</td>
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<td>8427</td>
<td>Mechanical Code: Heating Fuel Tanks</td>
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<td>8432</td>
<td>Building Permits Additional Plan Reviews</td>
<td>$110.00</td>
<td>Per hour or per valuation whichever is greater</td>
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<td>$120.00</td>
<td>Per hour or per valuation whichever is greater</td>
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<td>8433</td>
<td>Building Code/Fire/Safety Appeal Fee</td>
<td>$330.00</td>
<td>$330 base up to 3 hours, then $110/hr for each additional hour.</td>
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<td>$500.00 base up to 3 hours, then $120/hr for each additional hour.</td>
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<td>8487</td>
<td>Fire: Sprinkler Tenant Improvement less than 20 heads</td>
<td>5% of project value</td>
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<td>5% of project value</td>
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<tr>
<td>8488</td>
<td>Fire: Flow Systems Review</td>
<td>2% of project valuation</td>
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<td>$240.00</td>
<td>$240 Per System</td>
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<td>8489</td>
<td>Fire: Flow Systems Inspections</td>
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<td>$120.00</td>
<td>Per inspection, $120 base for 1 inspector, if 2 inspectors required fee is $120 for each</td>
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<td>8490</td>
<td>Fire: After Hours Inspection</td>
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<td>Change</td>
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<td>Per Inspection, $240 base fee 1st 2 hours, then $120 for each additional hour</td>
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<tr>
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<td>Fire: Administrative/Misc Review</td>
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<td>Per Application</td>
<td>Change</td>
<td>$240.00</td>
<td>Per Application</td>
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<tr>
<td>8495</td>
<td>Specialty Systems Review/Inspection</td>
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<td>Change</td>
<td>2% of project Valuation</td>
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<td>Building Permits Inspection After Hours</td>
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<td>Base + $120/hr over 2 hrs</td>
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<td>9010</td>
<td>Mechanical Code: Complex Systems</td>
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<td>Change</td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>IMC, IFGC, WCC 15, 22</td>
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<tr>
<td>9027</td>
<td>Building Permit Extension Request</td>
<td>$110.00</td>
<td>Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10</td>
<td>WCC 15, 22 and Appendix B</td>
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</table>

| 2771 | Mitigation Plan Review                           | $345.00   | Per Application                           | Change        | $375.00   | Per Application                           | WCC 16, 20, 22, 23 |
| 2773 | Mitigation Monitoring                            | $695.00   | Per Application                           | Change        | $640.00   | Per Application                           | WCC 16, 20, 22, 23 |

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### Planning & Development Services

#### Natural Resources

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<tbody>
<tr>
<td>2844</td>
<td>NR Staff Wetland Delineation Special Procedure (Single Family Residence Only)</td>
<td>$575.00</td>
<td>$575.00 up to 4 hours then $110 each additional hour</td>
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<td>$630.00 up to 4 hours then $120 each additional hour</td>
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<td>2864</td>
<td>Pre-Construction Meeting</td>
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<td>$120.00</td>
<td>per request, up to 1 hour, $120 each additional hour</td>
<td>WCC 16, 20, 21, 22, 23, IBC &amp; Unified Fee Schedule</td>
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<td>2865</td>
<td>Reasonable Use Type II</td>
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<td>Shoreline Substantial Type III</td>
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<td>2901</td>
<td>Mitigation As Built Inspection</td>
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<td>Per inspection</td>
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<td>8244</td>
<td>Clearing/Conversion Option Harvest Plan</td>
<td>$575.00</td>
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<td>Change</td>
<td>$830.00</td>
<td>per application</td>
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<td>8245</td>
<td>Natural Resources Office Review/Wetland Reconnaissance Review</td>
<td>$220.00</td>
<td>per permit</td>
<td>Change</td>
<td>$240.00</td>
<td>per permit</td>
<td>WCC 16, 20, 22, 23</td>
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<tr>
<td>8246</td>
<td>Natural Resource Site inspection, Grading, CPAL Compliance, Stormwater</td>
<td>$220.00</td>
<td>per inspection</td>
<td>Change</td>
<td>$240.00</td>
<td>per inspection</td>
<td>WCC 16, 20, 22, 23</td>
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<td>8247</td>
<td>Natural Resource Wetland Delineation Review, Technical Report Review, Pre-Development Site Plan Review</td>
<td>$345.00</td>
<td>per application</td>
<td>Change</td>
<td>$375.00</td>
<td>per review, each technical report</td>
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<tr>
<td>8252</td>
<td>Gravel Mining Fee - Active</td>
<td>$480.00</td>
<td>$480 base rate up to 10-acres of disturbed area then $42 per acre up to $1,200 per application</td>
<td>Change</td>
<td>$520.00</td>
<td>$520 base rate up to 10-acres of disturbed area then $45 per acre up to $1,300 per application</td>
<td>WCC 20, 22</td>
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<tr>
<td>8253</td>
<td>Gravel Mining Fee - Inactive</td>
<td>$305.00</td>
<td>$305 Base up to 10 acres then $42 an acre up to $500</td>
<td>Change</td>
<td>$335.00</td>
<td>$335 Base up to 10 acres then $45 an acre up to $575.00</td>
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<tr>
<td>8254</td>
<td>Shoreline: Conditional Use Permit</td>
<td>$2,300.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$3,240.00</td>
<td>Per Application (includes public notification fee)</td>
<td>WCC 22, 23</td>
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<tr>
<td>8255</td>
<td>Shoreline: Statement of Shoreline Exemption</td>
<td>$410.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Application</td>
<td>WCC 22, 23</td>
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<tr>
<td>8257</td>
<td>Shoreline: Substantial Development Value Adjustment $1,000,001 +</td>
<td>$7,500.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,989.00</td>
<td>$2989 Base then $490 for each additional $1,000,000 in value</td>
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<tr>
<td>8258</td>
<td>Shoreline: Substantial Development Value Adjustment $250,001 - $1,000,000</td>
<td>$4,040.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,320.00</td>
<td>per application</td>
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<tr>
<td>8259</td>
<td>Shoreline: Substantial Development Value Adjustment $650,001 to $250,000</td>
<td>$2,865.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,385.00</td>
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<tr>
<td>8260</td>
<td>Shoreline: Substantial Development Permit - Type II</td>
<td>$1,730.00</td>
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<td>Change</td>
<td>$1,950.00</td>
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<tr>
<td>8261</td>
<td>Shoreline: Variance</td>
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<td>per application</td>
<td>Change</td>
<td>$4,020.00</td>
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<td>WCC 22, 23</td>
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<td>8263</td>
<td>Gravel Mining Administrative Approvals</td>
<td>$925.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,010.00</td>
<td>per application</td>
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<tr>
<td>8268</td>
<td>Grading/Clearing Application</td>
<td>$575.00</td>
<td>$525 up to 10,000 cubic yds then $110 each additional 10,000 cubic yds or up to 5 acres of clearing then $110 each additional 5 acres per application</td>
<td>Change</td>
<td>$300.00</td>
<td>$300 up to 10,000 cubic yds then $120 each additional 10,000 cubic yds or up to 5 acres of clearing then $120 each additional 5 acres per application</td>
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<tr>
<td>8270</td>
<td>NR Setback, Watershed/Stormwater Development Inspections (TESC, stormwater facilities, pervious surface, CAO &amp; Shoreline setback)</td>
<td>$115.00</td>
<td>Per inspection, (TESC, Storm water, Facilities, base material for pervious surfaces)</td>
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<td>Per inspection</td>
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<td>Critical Area (CA) Variance/ Reasonable Use Type III</td>
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<td>$2,750.00</td>
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<td>Notification of Activity/Tree Removal</td>
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<td>NR Assessment/Residential Site Plan Review</td>
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<td>Natural Resources Counter Review</td>
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<td>Rural Density Determination</td>
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<td>Type III &amp; Type IV Extension Request</td>
<td>New</td>
<td>$240.00</td>
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<td>$240.00</td>
<td>per application</td>
<td>WCC 22</td>
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<tr>
<td>2896</td>
<td>Major Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan</td>
<td>New</td>
<td>$240.00</td>
<td>$240 Base rate up to 2 hours, then hourly rate of $120</td>
<td>WCC, 20, 21, 22</td>
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<td>2897</td>
<td>Minor Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan</td>
<td>New</td>
<td>$640.00</td>
<td>per application</td>
<td>WCC, 20, 21, 22</td>
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<td>2898</td>
<td>Zoning Interpretation</td>
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<td>8272</td>
<td>Major Project Permit</td>
<td>$8,800.00</td>
<td>$980 base + $110/hour after 80 hours(For Hearing Examiner costs see Council UFS)</td>
<td>Change</td>
<td>$9,600.00</td>
<td>$9,600 base + $120/hour after 80 hours(For Hearing Examiner costs see Council UFS)</td>
<td>WCC 16, 20, 22</td>
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<td>8274</td>
<td>Planned Unit Development - Commercial and Residential</td>
<td>$2,885.00</td>
<td>per application</td>
<td>Change</td>
<td>$3,150.00</td>
<td>per application</td>
<td>WCC 20, 22</td>
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<tr>
<td>8275</td>
<td>Docketed Comprehensive Plan and/or Development Regulation Amendment Application Fee</td>
<td>$8,800.00</td>
<td>per application</td>
<td>Change</td>
<td>$8,800.00</td>
<td>per application unless waived by County Council</td>
<td>WCC 22</td>
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<td>8276</td>
<td>SEPA Checklist</td>
<td>$400.00</td>
<td>per application</td>
<td>Change</td>
<td>$440.00</td>
<td>per application</td>
<td>WCC 16, 22</td>
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<tr>
<td>8277</td>
<td>SEPA EIS Review</td>
<td>$2,885.00</td>
<td>$2885 base + $110/hour after 20 hours</td>
<td>Change</td>
<td>$3,150.00</td>
<td>$3,150 base + $120/hour after 20 hours</td>
<td>WCC 16.08.200(2)(a)</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
# Appendix A - 2019 Unified Fee Schedule

## Planning & Development Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>8278</td>
<td>Subdivision: Short Plat Alteration</td>
<td>$575.00</td>
<td>per application</td>
<td>Change</td>
<td>$630.00</td>
<td>per application</td>
<td>WCC 21, 22</td>
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<tr>
<td>8280</td>
<td>Subdivision: Exemption Review</td>
<td>$575.00</td>
<td>per application includes exemption stamp</td>
<td>Change</td>
<td>$900.00</td>
<td>per application includes exemption stamp</td>
<td>WCC 20, 21, 22</td>
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<tr>
<td>8281</td>
<td>Subdivision: Lot of Record/Lot Consolidation Determination</td>
<td>$440.00</td>
<td>$440 per application. Review for up to 4 lots, $110 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.</td>
<td>Change</td>
<td>$480.00</td>
<td>$480 per application. Review for up to 4 lots, $120 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.</td>
<td>WCC 20, 21, 22</td>
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<tr>
<td>8282</td>
<td>Subdivision: Final Short Plat or Subdivision Plat</td>
<td>$1,150.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,255.00</td>
<td>per application</td>
<td>WCC 21, 22</td>
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<tr>
<td>8283</td>
<td>Subdivision: Preliminary Plat, Binding Site Plan, Preliminary</td>
<td>$5,775.00</td>
<td>per application</td>
<td>Change</td>
<td>$6,540.00</td>
<td>per application</td>
<td>WCC 21, 22</td>
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<tr>
<td>8284</td>
<td>Subdivision: Short Plat</td>
<td>$2,885.00</td>
<td>per application</td>
<td>Change</td>
<td>$3,390.00</td>
<td>per application</td>
<td>WCC 21, 22</td>
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<tr>
<td>8286</td>
<td>Subdivision: Binding Site Plan General and/or Specific</td>
<td>$1,150.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,255.00</td>
<td>per application</td>
<td>WCC 20, 22</td>
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<tr>
<td>8287</td>
<td>Subdivision: Variance, Administrative</td>
<td>$3,200.00</td>
<td>per application</td>
<td>Change</td>
<td>$3,240.00</td>
<td>per application</td>
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<tr>
<td>8288</td>
<td>Zoning: Administrative Approval</td>
<td>$1,150.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,255.00</td>
<td>per application</td>
<td>WCC 21, 22</td>
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<tr>
<td>8290</td>
<td>Zoning: Conditional Use</td>
<td>$575.00</td>
<td>per application</td>
<td>Change</td>
<td>$630.00</td>
<td>per application</td>
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<td>8291</td>
<td>Zoning: Non-Conforming Use Certificate</td>
<td>$2,300.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,750.00</td>
<td>per application</td>
<td>WCC 20, 22</td>
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<tr>
<td>8292</td>
<td>Zoning: Variance</td>
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<td>per Application</td>
<td>No Change</td>
<td>$575.00</td>
<td>Per Application</td>
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<tr>
<td>8294</td>
<td>Transfer of Development Rights Certification</td>
<td>$4,465.00</td>
<td>per application</td>
<td>Change</td>
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<td>per application</td>
<td>RCW 36.70B.170 (4)</td>
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<td>Open Space Land (Application or Transfer)</td>
<td>$2,300.00</td>
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<td>Change</td>
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<td>per application</td>
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<td>GMA Development Agreement</td>
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<td>per application</td>
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<td>$150.00</td>
<td>per application</td>
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<td>8298</td>
<td>Subdivision Variance, Hearing Examiner</td>
<td>$405.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$405.00</td>
<td>Per Application</td>
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<td>LSS/BSP Subdivision Alteration</td>
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<td>Change</td>
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<td>per application</td>
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<td>8500</td>
<td>Marijuana Waiver-set back</td>
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<td>per application</td>
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<td>Transfer of Development Rights Application</td>
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<td>Change</td>
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<td>Per Application based on 2 hours of staff time</td>
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<td>Subdivision: Preliminary Long Plat, Binding Site Plan (per lot)</td>
<td>$110.00</td>
<td>Per Lot</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Lot</td>
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<td>Pre Application Meeting / Development Consultation</td>
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<td>Change</td>
<td>$500.00</td>
<td>per application</td>
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<td>9025</td>
<td>Legal Notice</td>
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<td>per application</td>
<td>Change</td>
<td>$120.00</td>
<td>per application</td>
<td>WCC 22</td>
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## Prosecuting Attorney

### Law Library

| 2300 | Rents & Royalties | $250.00 | Per Class/Qty | No Change | $250.00 | Per Class/Qty | RCW 27.24.020 (Trustees) |

* Subject to adjustment according to federal law
### Public Works

#### Administration

<table>
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<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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<td>2912</td>
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#### Engineering Admin

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<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
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<td>Address Assignment New Subdivision/Short Subdivision 2-7 Lots</td>
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<td>per subdivision</td>
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<td>per subdivision</td>
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<td>per lot over 100 lots</td>
<td>RCW 58.17.280</td>
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<td>UFS Ordinance</td>
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<td>Rev Enc Prmt Corn Drvwy &amp; Existing Private Roads</td>
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<td>Rev Enc Prmt Corn Utility Service</td>
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<td>per foot &gt; 600 ft</td>
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<td>$175.00</td>
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<td>&lt;500 ft</td>
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<tr>
<td>2428</td>
<td>Rev Enc Prmt Rd Crai</td>
<td>$0.90</td>
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<td>No Change</td>
<td>$0.90</td>
<td>per foot &gt;300 ft</td>
<td>WCC 12.16.90</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Public Works

### Engineering Admin

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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<td>2429</td>
<td>Rev Enc Prmt Rd Cnst - Short Plat Rd</td>
<td>$325.00</td>
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<tr>
<td>2430</td>
<td>Rev Enc Prmt Res Drwyy</td>
<td>$100.00</td>
<td>each</td>
<td>No Change</td>
<td>$100.00</td>
<td>each</td>
<td>WCC 12.16.90</td>
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<tr>
<td>2431</td>
<td>Rev Enc Prmt Res Utility Service</td>
<td>$100.00</td>
<td>&lt;100 ft</td>
<td>No Change</td>
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<td>&lt;100 ft</td>
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<tr>
<td>2432</td>
<td>Rev Enc Prmt Sidewalks</td>
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<tr>
<td>2433</td>
<td>Rev Enc Prmt Sidewalks</td>
<td>$175.00</td>
<td>&lt;500 ft</td>
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<td>Rev Enc Prmt Storm Drain</td>
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<td>&lt;50 feet</td>
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<td>&lt;50 feet</td>
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<td>2437</td>
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<td>50 ft. to 300 feet</td>
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<td>50 ft. to 300 feet</td>
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<td>$0.35</td>
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<td>$0.35</td>
<td>per foot &gt;500 ft</td>
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<td>Rev Enc Prmt Sewer Utility Installation</td>
<td>$225.00</td>
<td>&lt;500 ft</td>
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<td>&lt;500 ft</td>
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<td>per foot &gt;500 ft</td>
<td>No Change</td>
<td>$0.35</td>
<td>per foot &gt;500 ft</td>
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<tr>
<td>2441</td>
<td>Rev Enc Prmt Water Utility Installation</td>
<td>$225.00</td>
<td>&lt;500 ft</td>
<td>No Change</td>
<td>$225.00</td>
<td>&lt;500 ft</td>
<td>WCC 12.16.90</td>
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<tr>
<td>2775</td>
<td>Copies/Printing of Maps - black &amp; white</td>
<td>$0.15</td>
<td>per linear inch (on longest side)</td>
<td>No Change</td>
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<td>per linear inch (on longest side)</td>
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<tr>
<td>2776</td>
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<td>$0.35</td>
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<td>No Change</td>
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<td>per linear inch (on longest side)</td>
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<tr>
<td>2777</td>
<td>Copies/Printing - color - 8 1/2&quot; x 11&quot;, 8 1/2&quot; x 14&quot;, 11&quot; x 17&quot;</td>
<td>$0.25</td>
<td>per page</td>
<td>No Change</td>
<td>$0.25</td>
<td>per page</td>
<td>UFS</td>
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<tr>
<td>2778</td>
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<td>$0.15</td>
<td>per page</td>
<td>No Change</td>
<td>$0.15</td>
<td>per page</td>
<td>WRC42.56.070(7)(b), 42.56.070(8), 42.56.120</td>
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<tr>
<td>2779</td>
<td>Utility pole installation</td>
<td>$100.00</td>
<td>per job</td>
<td>No Change</td>
<td>$100.00</td>
<td>per job</td>
<td>WCC 12.16.90</td>
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<tr>
<td>7178</td>
<td>Chapter 1, Administration - Develop Stds</td>
<td>$1.20</td>
<td>per publication</td>
<td>No Change</td>
<td>$1.20</td>
<td>per publication</td>
<td>8 pgs @ $0.15/pg.</td>
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<tr>
<td>8132</td>
<td>Document Recording Fees</td>
<td>actual cost</td>
<td>No Change</td>
<td>actual cost</td>
<td>Fees charged by Auditor's Office</td>
<td>RCW36.18.10</td>
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<tr>
<td>8139</td>
<td>Moving Permit - Building</td>
<td>$10.00</td>
<td>ea</td>
<td>No Change</td>
<td>$10.00</td>
<td>ea</td>
<td>WCC 10.32</td>
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<tr>
<td>8197</td>
<td>Road Establishment Petition Processing</td>
<td>$350.00</td>
<td>per Petition. Excludes: RCW 36.81.020-required $300 bond.</td>
<td>No Change</td>
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<td>per Petition. Excludes: RCW 36.81.020-required $300 bond.</td>
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<tr>
<td>9014</td>
<td>Rev Enc Prmt Res Utility Service</td>
<td>$0.30</td>
<td>per foot &gt; 100 ft</td>
<td>No Change</td>
<td>$0.30</td>
<td>per foot &gt; 100 ft</td>
<td>WCC 12.16.90</td>
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<tr>
<td>9015</td>
<td>Rev Enc Prmt Utility Repair</td>
<td>$100.00</td>
<td>&lt; 30 ft</td>
<td>No Change</td>
<td>$100.00</td>
<td>&lt; 30 ft</td>
<td>WCC 12.16.90</td>
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<td>9016</td>
<td>Rev Enc Prmt Com Utility Service</td>
<td>$0.30</td>
<td>per foot &gt; 100 ft</td>
<td>No Change</td>
<td>$0.30</td>
<td>per foot &gt; 100 ft</td>
<td>WCC 12.16.90</td>
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<tr>
<td>9017</td>
<td>Notary Service</td>
<td>$8.00</td>
<td>per notary signature &amp; seal</td>
<td>No Change</td>
<td>$8.00</td>
<td>per notary signature &amp; seal</td>
<td>UFS</td>
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<tr>
<td>9021</td>
<td>Computer Disk</td>
<td>$10.00</td>
<td>each</td>
<td>No Change</td>
<td>$10.00</td>
<td>each</td>
<td>UFS</td>
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</tbody>
</table>

### Engineering Development

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Subdivision Application Processing</td>
<td>$1,000.00</td>
<td>per application. See Addendum.</td>
<td>No Change</td>
<td>$1,000.00</td>
<td>per application. See Addendum.</td>
<td>WCC 21.01.070</td>
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<td>Short Subdivision Application Processing</td>
<td>$2,000.00</td>
<td>per application. See Addendum.</td>
<td>No Change</td>
<td>$2,000.00</td>
<td>per application. See Addendum.</td>
<td>WCC 21.01.070</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Public Works

### Engineering Development

<table>
<thead>
<tr>
<th>UFS#</th>
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<th>2018 Rate</th>
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<th>Authorization</th>
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</thead>
<tbody>
<tr>
<td>2756</td>
<td>Preliminary Binding Site Plan Application Processing</td>
<td>$1,000.00</td>
<td>per application, See Addendum.</td>
<td>No Change</td>
<td>$1,000.00</td>
<td>per application, See Addendum.</td>
<td>WCC 21.01.070</td>
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<tr>
<td>2849</td>
<td>Security, Warranty, establishment and administration</td>
<td>$150.00</td>
<td>per security document.</td>
<td>No Change</td>
<td>$150.00</td>
<td>per security document.</td>
<td>WCDS 110 B</td>
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<tr>
<td>2850</td>
<td>Security, Deferred Work, establishment and administration</td>
<td>$100.00</td>
<td>per security document.</td>
<td>No Change</td>
<td>$100.00</td>
<td>per security document.</td>
<td>WCDS 110.C</td>
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<tr>
<td>2851</td>
<td>Trail Permit signage fabrication and installation</td>
<td>Actual cost</td>
<td>Actual cost</td>
<td>No Change</td>
<td>Actual cost</td>
<td>Actual cost</td>
<td>WCC 12.14.080</td>
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<tr>
<td>2852</td>
<td>Planned Unit Development Application processing</td>
<td>$1,500.00</td>
<td>per Application.</td>
<td>No Change</td>
<td>$1,500.00</td>
<td>per Application.</td>
<td>WCC 20.85</td>
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<tr>
<td>2873</td>
<td>Latecomers Agreement Administrative Fee</td>
<td>$450.00</td>
<td>per agrmnt plus $150/parcel w/th Assessment Area plus 1.5% of construction costs</td>
<td>No Change</td>
<td>$450.00</td>
<td>per agrmnt plus $150/parcel w/th Assessment Area plus 1.5% of construction costs</td>
<td>Ord 98-033</td>
</tr>
<tr>
<td>2874</td>
<td>Subdivision, Short Subdivision, Planned Unit Development, General Binding Site Plan, or Specific Binding Site Plan amendment, alteration, modification, and/or vacation processing</td>
<td>$110.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>WCC 21.04.120, WCC 21.05.110, 21.06.030, WCC 21.07.110, WCC 21.08.040</td>
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<tr>
<td>7166</td>
<td>Technical services and review</td>
<td>$110.00</td>
<td>per hour, See Addendum.</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour, See Addendum.</td>
<td>WCC 21.04.090, 091, 092</td>
</tr>
<tr>
<td>7167</td>
<td>Stormwater management review</td>
<td>$110.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>WCC 21.04.090, 091, 092</td>
</tr>
<tr>
<td>7168</td>
<td>Site visit</td>
<td>$110.00</td>
<td>per hour, including travel time.</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour, including travel time.</td>
<td>WCC 12.08 &amp; 12.16.090</td>
</tr>
<tr>
<td>7169</td>
<td>Pre-Application Meeting</td>
<td>$300.00</td>
<td>per Application, See Addendum.</td>
<td>No Change</td>
<td>$300.00</td>
<td>per Application, See Addendum.</td>
<td>UFS</td>
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<tr>
<td>7170</td>
<td>Trail Permit Determination</td>
<td>$25.00</td>
<td>per project</td>
<td>No Change</td>
<td>$25.00</td>
<td>per project</td>
<td>WCC 12.14.170</td>
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<tr>
<td>7172</td>
<td>Preliminary Traffic &amp;Concurrency Information Form Review</td>
<td>$75.00</td>
<td>per original or revision.</td>
<td>No Change</td>
<td>$75.00</td>
<td>per original or revision.</td>
<td>WCC 20.78</td>
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<tr>
<td>7173</td>
<td>Traffic review</td>
<td>$110.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>WCC 12.08</td>
</tr>
<tr>
<td>7174</td>
<td>General and/or Specific Binding Site Plan Application Processing</td>
<td>$450.00</td>
<td>per application, plus $100/lot. Includes: one original and revision review of ingress/egress and/or stormwater management; construction inspections; two final General and/or Specific Binding Site Plan checkout reviews, record drawing review.</td>
<td>No Change</td>
<td>$450.00</td>
<td>per application, plus $100/lot. Includes: one original and revision review of ingress/egress and/or stormwater management; construction inspections; two final General and/or Specific Binding Site Plan checkout reviews, record drawing review.</td>
<td>WCC 21.06</td>
</tr>
<tr>
<td>7175</td>
<td>Final Subdivision Application processing</td>
<td>$1,000.00</td>
<td>per Application + $100.00/lot. Includes one final construction inspection site visit, two final plat checkout reviews, and one mylar review.</td>
<td>No Change</td>
<td>$1,000.00</td>
<td>per Application + $100.00/lot. Includes one final construction inspection site visit, two final plat checkout reviews, and one mylar review.</td>
<td>WCC 21.06</td>
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<tr>
<td>7176</td>
<td>Preliminary Stormwater Proposal Form Review</td>
<td>$50.00</td>
<td>per original or revision.</td>
<td>No Change</td>
<td>$50.00</td>
<td>per original or revision.</td>
<td>WCDS 20.80.630</td>
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<tr>
<td>8135</td>
<td>WCDS Formal Variance Request Form Processing</td>
<td>$400.00</td>
<td>per form per cited varied Standard</td>
<td>No Change</td>
<td>$400.00</td>
<td>per form per cited varied Standard.</td>
<td>UFS Ordinance</td>
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<tr>
<td>8136</td>
<td>WCDS Administrative Appeal Processing</td>
<td>$300.00</td>
<td>per appeal</td>
<td>No Change</td>
<td>$300.00</td>
<td>per appeal</td>
<td>UFS Ordinance</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
# Appendix A - 2019 Unified Fee Schedule

## Public Works

### Engineering Development

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change of New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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<tbody>
<tr>
<td>8140</td>
<td>Trail Permit Application Processing</td>
<td>$250.00</td>
<td>per application</td>
<td>No Change</td>
<td>$250.00</td>
<td>per application</td>
<td>WCC12.14.170</td>
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### Ferry & Docks

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change of New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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</thead>
<tbody>
<tr>
<td>2793</td>
<td>Passenger/Pedestrian</td>
<td>$7.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$7.00</td>
<td>1 Round Trip</td>
<td>WCC 10.34</td>
</tr>
<tr>
<td>2794</td>
<td>Passenger/Pedestrian - Multiride</td>
<td>$88.00</td>
<td>25 Round Trips</td>
<td>No Change</td>
<td>$88.00</td>
<td>25 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2795</td>
<td>Children under 12 W/Parent</td>
<td>$0.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$0.00</td>
<td>1 Round Trip</td>
<td>WCC 10.34</td>
</tr>
<tr>
<td>2796</td>
<td>Resident School Children 12-18 years Sept 1 through June 30</td>
<td>$0.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$0.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2010-054</td>
</tr>
<tr>
<td>2797</td>
<td>Needs Based Passenger/Pedestrian (Senior/Disabled/Income)</td>
<td>$28.00</td>
<td>10 Round Trips</td>
<td>No Change</td>
<td>$28.00</td>
<td>10 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2798</td>
<td>Post-High School Full-time Students</td>
<td>$70.00</td>
<td>25 Round Trips</td>
<td>No Change</td>
<td>$70.00</td>
<td>25 Round Trips</td>
<td>Ordinance 2015-034</td>
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<tr>
<td>2799</td>
<td>Lummi Tribe Wt.D.</td>
<td>$0.00</td>
<td>Foot Passenger Only</td>
<td>No Change</td>
<td>$0.00</td>
<td>Foot Passenger Only</td>
<td>Ordinance 2010-054</td>
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<tr>
<td>2800</td>
<td>Bicycle W/Driver</td>
<td>$7.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$7.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2802</td>
<td>Motorcycle W/Driver</td>
<td>$8.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$8.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2803</td>
<td>Motorcycle W/Rider</td>
<td>$140.00</td>
<td>25 Round Trips</td>
<td>No Change</td>
<td>$140.00</td>
<td>25 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2804</td>
<td>Vehicle W/Driver &lt; 8,000lbs</td>
<td>$13.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$13.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
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<tr>
<td>2805</td>
<td>Vehicle W/Driver &lt; 8,001lbs - Multiride</td>
<td>$102.00</td>
<td>10 Round Trips</td>
<td>No Change</td>
<td>$102.00</td>
<td>10 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2806</td>
<td>Vehicle W/Driver &lt; 8,000lbs</td>
<td>$210.00</td>
<td>25 Round Trips</td>
<td>No Change</td>
<td>$210.00</td>
<td>25 Round Trips</td>
<td>Ordinance 2015-034</td>
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<tr>
<td>2807</td>
<td>Vehicle W/Driver (Senior/Disabled/Income)</td>
<td>$52.00</td>
<td>10 Round Trips</td>
<td>No Change</td>
<td>$52.00</td>
<td>10 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2808</td>
<td>Needs Based Vehicle W/Driver (Senior/Disabled/Income)</td>
<td>$32.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$32.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2809</td>
<td>Vehicle W/Driver 6,001 - 20,000lbs</td>
<td>$272.00</td>
<td>10 Round Trips</td>
<td>No Change</td>
<td>$272.00</td>
<td>10 Round Trips</td>
<td>Ordinance 2015-034</td>
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<tr>
<td>2810</td>
<td>Vehicle W/Driver 8,001 - 20,000lbs</td>
<td>$75.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$75.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2811</td>
<td>Vehicle W/Driver 20,001 - 36,000lbs</td>
<td>$638.00</td>
<td>10 Round Trips</td>
<td>No Change</td>
<td>$638.00</td>
<td>10 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2812</td>
<td>Vehicle W/Driver 36,001 - 50,000lbs</td>
<td>$1,233.00</td>
<td>10 Round Trips</td>
<td>No Change</td>
<td>$1,233.00</td>
<td>10 Round Trips</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2813</td>
<td>Vehicle W/Driver 36,001 - 50,000lbs</td>
<td>$20.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$20.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2814</td>
<td>Vehicle W/Driver 36,001 - 50,000lbs</td>
<td>$38.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$38.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2815</td>
<td>Vehicle W/Driver 36,001 - 50,000lbs</td>
<td>$70.00</td>
<td>1 Round Trip</td>
<td>No Change</td>
<td>$70.00</td>
<td>1 Round Trip</td>
<td>Ordinance 2015-034</td>
</tr>
<tr>
<td>2816</td>
<td>Over width Vehicle/Trailers &gt; 1 lane - 50% Surcharge</td>
<td>Surcharge</td>
<td>Surcharge</td>
<td>No Change</td>
<td>Surcharge</td>
<td>Surchage</td>
<td>Ordinance 2015-034</td>
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<tr>
<td>2817</td>
<td>Special Trips after regularly scheduled runs</td>
<td>$600.00</td>
<td>Per trip surcharge</td>
<td>No Change</td>
<td>$600.00</td>
<td>Per trip surcharge</td>
<td>Ordinance 2015-034</td>
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<tr>
<td>2818</td>
<td>Fare waiver for escort for elementary schoolchildren</td>
<td>$0.00</td>
<td>One escort 2X daily on school days</td>
<td>No Change</td>
<td>$0.00</td>
<td>One escort 2X daily on school days</td>
<td>2015 UFS Ordinance - Council/Executive Change</td>
</tr>
</tbody>
</table>
## Appendix A - 2019 Unified Fee Schedule

### Public Works

#### Ferry & Docks

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<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>8507</td>
<td>Fare waiver for personal attendant for qualified ADA clients</td>
<td>$0.00</td>
<td>One attendant per ADA client</td>
<td>No Change</td>
<td>$0.00</td>
<td>One attendant per ADA client</td>
<td>2015 UFS Ordinance - Council/Executive Change</td>
</tr>
</tbody>
</table>

#### Flood Control Zone District

| 2442 | Stormwater Review - Prelim. Proposal | $25.00 | Per Review | No Change | $25.00 | Per Review | Untfd Schdl Ordinance |
| 2443 | Stormwater Review - Design Report | $50.00 | Per Report | No Change | $50.00 | Per Report | Untfd Schdl Ordinance |
| 2720 | Flood Code: Variance | $2,500.00 | per request | No Change | $2,500.00 | per request | Unified Fee Schedule Ordinance |
| 2727 | Flood: Data requests | $110.00 | Per Hour | Change | $120.00 | Per Hour | Minimum charge is for 1/2 |

#### Natural Resources

| 2835 | AIS Inspection Class A Watercraft Annual Sticker | $50.00 | per boat | No Change | $50.00 | per boat | Ord 2014 - 020 |
| 2836 | AIS Inspection Class A Watercraft Multi-Day Pass | $20.00 | per boat | No Change | $20.00 | Per boat | Ord 2014 - 020 |
| 2837 | AIS Awareness - AIS Inspection Class A Watercraft Annual Sticker | $40.00 | per boat | No Change | $40.00 | per boat | Ord 2014 - 020 |
| 2838 | AIS Inspection Class B Watercraft Annual Sticker | $10.00 | per boat | No Change | $10.00 | per boat | Ord 2014 - 020 |
| 2839 | AIS Awareness - AIS Inspection Class B Watercraft Annual Sticker | $0.00 | per boat | No Change | $0.00 | per boat | Ord 2014 - 020 |
| 2840 | AIS Watercraft Decontamination Fee | $25.00 | per boat | No Change | $25.00 | per boat | Ord 2014 - 020 |

#### Noxious Weed

| 2459 | Admin. Enforcement Fee | $750.00 | Per contact | No Change | $750.00 | Per contact | Untfd Schdl Ordinance |

#### Solid Waste

| 2459 | Recomp Surcharge | $0.00 | Per Ton | No Change | $0.00 | Per Ton | Ord 91-041 |
| 2460 | Recyclables - Birch Bay/Cedarville | $0.03 | Per Pound | No Change | $0.03 | Per Pound | Executive Order 2008-02 |
| 2461 | Recyclables - Point Roberts | $0.05 | per pound | No Change | $0.05 | per pound | WCC 8.12 |
| 2462 | Refrigerators/Freezers - Point Roberts | $50.00 | Each | No Change | $50.00 | Each | WCC 8.12 |
| 2463 | Solid Waste - Point Roberts | $0.14 | $0.135 Per Pound, $5.50 Minimum | No Change | $0.14 | $0.135 Per Pound, $5.50 Minimum | Executive Order 2013-04 |
| 2464 | Solid Waste Disposal Tax | $8.50 | Per Ton | No Change | $8.50 | Per Ton | WCC 8.12; Ord 97-041 |
| 7149 | Propane Tanks - Point Roberts | $5.00 | per gallon | No Change | $5.00 | per gallon | WCC 8.12 |

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* Subject to adjustment according to federal law
## Public Works

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
<th>*</th>
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<tr>
<td>7150</td>
<td>Large Appliances (other than refrigerators/Freezers) - Pt. Roberts</td>
<td>$20.00</td>
<td>each</td>
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<td>$20.00</td>
<td>each</td>
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<td>each</td>
<td>No Change</td>
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<td>Computer Monitor Recycle -Point Roberts</td>
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<td>Per Monitor Surchage</td>
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<td>Per Monitor Surcharge weight disposal fee + $10</td>
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<td>8199</td>
<td>Television Recycle -Point Roberts</td>
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<td>Per Television Surchage</td>
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<td>Garbage weight disposal</td>
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<td>Per Lb.</td>
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<td>8204</td>
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<td>8396</td>
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<td>Per Pound</td>
<td>$5.00 minimum. No add'l min. for same visit</td>
<td>Executive Order 2008-2</td>
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## Sheriff

### Administration

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<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
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<td>Per Hour</td>
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<td>2507</td>
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<td>Per Def</td>
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<td>2508</td>
<td>Boat Races/Water Event Permit</td>
<td>$7.00</td>
<td>Per Event</td>
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<td>Per Event</td>
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<td>Carnival Permit</td>
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<td>Per Year</td>
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<td>Each</td>
<td>RCW 36.18.040(1)(n)</td>
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<td>Criminal History Record Check</td>
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<td>Dance Licenses With Alcohol</td>
<td>$2.50</td>
<td>Per Event</td>
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<td>Per Event</td>
<td>WCC 5.16</td>
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<td>Dance Licenses With Alcohol</td>
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<td>Per Quarter</td>
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<td>Dance Licenses With Alcohol</td>
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<td>Per Year</td>
<td>WCC 5.16</td>
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<tr>
<td>2519</td>
<td>Dance Licenses Without Alcohol</td>
<td>$2.00</td>
<td>Per Event</td>
<td>No Change</td>
<td>$2.00</td>
<td>Per Event</td>
<td>WCC 5.16</td>
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<td>2520</td>
<td>Dance Licenses Without Alcohol</td>
<td>$10.00</td>
<td>Per Quarter</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per Quarter</td>
<td>WCC 5.16</td>
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<tr>
<td>2521</td>
<td>Dance Licenses Without Alcohol</td>
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<td>No Change</td>
<td>$25.00</td>
<td>Per Year</td>
<td>WCC 5.16</td>
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<td>2522</td>
<td>Deed Fees</td>
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<td>Each</td>
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<td>Each</td>
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<td>Erotic Dancer's License</td>
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<td>$50.00</td>
<td>Per License Application</td>
<td>WCC 9.52</td>
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</tbody>
</table>

* Subject to adjustment according to federal law
## Appendix A - 2019 Unified Fee Schedule

### Department Fees and Charges

#### Sheriff

#### Administration

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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<tr>
<td>2525</td>
<td>Execution Personal Property Bill of Sale</td>
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<td>Each</td>
<td>No Change</td>
<td>$60.00</td>
<td>Each</td>
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<td>2526</td>
<td>Execution Personal Property Condemn Sale</td>
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<td>No Change</td>
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<td>Each Sale</td>
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<td>2527</td>
<td>Execution Personal Property Levy</td>
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<td>Per Hour</td>
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<td>2528</td>
<td>Execution Personal Property Posting Notice</td>
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<td>Each</td>
<td>No Change</td>
<td>$20.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
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<td>2529</td>
<td>Execution Personal Property Postpn Notice</td>
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<td>No Change</td>
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<td>Execution Personal Property Return to Court</td>
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<td>Per Def</td>
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<td>2532</td>
<td>Execution Real Property Aff. Posting</td>
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<td>No Change</td>
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<td>Each</td>
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<td>2533</td>
<td>Execution Real Property Cert Sale</td>
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<td>Each</td>
<td>No Change</td>
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<td>Per Hour</td>
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<td>Per Hour</td>
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<td>Per Notice</td>
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<td>Each, additional set beyond first two</td>
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<td>Habeas Corpus Return</td>
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<td>No Change</td>
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<td>Each</td>
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<td>Habeas Corpus Service</td>
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<td>Srvc of Civil Process:Notary</td>
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<td>Each</td>
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<tr>
<td>2566</td>
<td>Subpoena Return</td>
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<td>Each</td>
<td>No Change</td>
<td>$15.00</td>
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<td>Subpoena Service</td>
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<td>Each</td>
<td>No Change</td>
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<td>Warrants Return</td>
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<td>Each</td>
<td>No Change</td>
<td>$15.00</td>
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<td>No Change</td>
<td>$60.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
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* Subject to adjustment according to federal law

Friday, October 26, 2018
# Appendix A - 2019 Unified Fee Schedule

## Sheriff

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<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
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<td>2574</td>
<td>Writ Garnishment Return Ct</td>
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<td>Each</td>
<td>No Change</td>
<td>$15.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
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<td>Writ Garnishment Service</td>
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<td>Each</td>
<td>No Change</td>
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<td>Each</td>
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<td>Writ Replevin Affidavit Service</td>
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<td>Each</td>
<td>No Change</td>
<td>$30.00</td>
<td>Each</td>
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<tr>
<td>2577</td>
<td>Writ Replevin Levy</td>
<td>$80.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Hour</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2578</td>
<td>Writ Replevin Return Ct</td>
<td>$15.00</td>
<td>Each</td>
<td>No Change</td>
<td>$15.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2579</td>
<td>Writ Replevin Service Ons Def</td>
<td>$25.00</td>
<td>Each</td>
<td>No Change</td>
<td>$25.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2580</td>
<td>Writ Replevin Service Two Def</td>
<td>$30.00</td>
<td>Each</td>
<td>No Change</td>
<td>$30.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2581</td>
<td>Writ Restitution Assistance</td>
<td>$60.00</td>
<td>Per Hour After First Hour</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Hour After First Hour</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2582</td>
<td>Writ Restitution Return Ct</td>
<td>$15.00</td>
<td>Each</td>
<td>No Change</td>
<td>$15.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2583</td>
<td>Writ Restitution Service With Assistance</td>
<td>$70.00</td>
<td>First Hour</td>
<td>No Change</td>
<td>$70.00</td>
<td>First Hour</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>2584</td>
<td>Writ Restitution Service Without Assistance</td>
<td>$50.00</td>
<td>Each</td>
<td>No Change</td>
<td>$50.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>7153</td>
<td>Mileage For Service of Process and Execution of Court Orders</td>
<td>$0.58</td>
<td>per mile</td>
<td>No Change</td>
<td>$0.58</td>
<td>per mile</td>
<td>$12.00 minimum</td>
</tr>
<tr>
<td>7154</td>
<td>Execution Real Property Certificate of Redemption</td>
<td>$60.00</td>
<td>Each</td>
<td>No Change</td>
<td>$60.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>7155</td>
<td>Execution Real Property Filing with Auditor</td>
<td>$25.00</td>
<td>Each</td>
<td>No Change</td>
<td>$25.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>7156</td>
<td>Execution Real Property Service</td>
<td>$30.00</td>
<td>Per Def</td>
<td>No Change</td>
<td>$30.00</td>
<td>Per Def</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>7157</td>
<td>Execution of Civil Process Where Sheriff Deems More Than One Person Required</td>
<td>$60.00</td>
<td>Per Hour Per Person</td>
<td>No Change</td>
<td>$60.00</td>
<td>Per Hour Per Person</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>7158</td>
<td>Service Any Other Document and Supporting Papers For Which No Other Fees Provided</td>
<td>$30.00</td>
<td>Each</td>
<td>No Change</td>
<td>$30.00</td>
<td>Each</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>7159</td>
<td>Reproduction Audio, Visual or Photographic Material, to Include Magnetic Microfilming</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td>No Change</td>
<td>Actual Cost</td>
<td>Unified Fee Schedule Ordinance</td>
<td></td>
</tr>
<tr>
<td>7160</td>
<td>For Mailing Required by Statute (regular, certified or registered)</td>
<td>Actual Cost of Postage</td>
<td>Actual Cost of Postage</td>
<td>No Change</td>
<td>Unified Fee Schedule Ordinance</td>
<td></td>
<td></td>
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<tr>
<td>7161</td>
<td>Copies of Papers When Sufficient Copies Not Furnished</td>
<td>$2.00</td>
<td>First Page</td>
<td>No Change</td>
<td>$2.00</td>
<td>Unified Fee Schedule Ordinance</td>
<td></td>
</tr>
<tr>
<td>8213</td>
<td>CD/DVD of Digital Photos</td>
<td>$0.25</td>
<td>per disk</td>
<td>No Change</td>
<td>$0.25</td>
<td>per disk</td>
<td>Unified fee schedule</td>
</tr>
</tbody>
</table>

## Emergency Management

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>2686</td>
<td>CERT Program Fee</td>
<td>$25.00</td>
<td>Per Student</td>
<td>Change</td>
<td>$50.00</td>
<td>Per Student</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2882</td>
<td>Whatcom Unified Emergency Coordination Center Full Facility Rental</td>
<td>$1,600.00</td>
<td>Per Day</td>
<td>Change</td>
<td>$1,800.00</td>
<td>Per Day</td>
<td>Interlocal Agreement for Joint Use of WJUCC</td>
</tr>
<tr>
<td>2883</td>
<td>Whatcom Unified Emergency Coordination Center Room Rental</td>
<td>$600.00</td>
<td>Per Day</td>
<td>Change</td>
<td>$600.00</td>
<td>Per Day</td>
<td>Interlocal Agreement for Joint Use of WJUCC</td>
</tr>
<tr>
<td>2884</td>
<td>Whatcom Unified Emergency Coordination Center IT and Logistical Support</td>
<td>$65.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$65.00</td>
<td>Per Hour</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2885</td>
<td>Whatcom Unified Emergency Coordination Center Janitorial and Facility Use Support</td>
<td>$100.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2886</td>
<td>WCSO-DEM Emergency Management Planning Services - fee for Non Emergency Management Council Members</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
</tbody>
</table>

* Subject to adjustment according to federal law
## Sheriff

### Emergency Management

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
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</thead>
<tbody>
<tr>
<td>2867</td>
<td>WCSO-DEM Emergency Management Training Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour. 4-hour minimum</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2868</td>
<td>WCSO-DEM Emergency Management Exercise Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour. 4-hour minimum</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2869</td>
<td>WCSO-DEM Emergency Management Events of Significance Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour. 4-hour minimum</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2870</td>
<td>WCSO-DEM Emergency Management Response Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour. 4-hour minimum</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2871</td>
<td>WCSO-DEM Satellite Communications Services - fee for Non Emergency Management Council Members.</td>
<td>$100.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$100.00</td>
<td>Per Hour. 4-hour minimum</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
<tr>
<td>2872</td>
<td>Whatcom Unified Emergency Coordination Center Additional Parking Rental</td>
<td>$300.00</td>
<td>Per Day</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Day apply Daily rental; no hourly rates</td>
<td>Whatcom County Unified Fee Schedule</td>
</tr>
</tbody>
</table>

### Operations

| 8437 | Reimbursable Overtime                                                        | $76.00    | Per Hour     | No Change     | $78.00    | Per Hour 1/11/18 Incr’d from $73 to $78     | Executive Order 2018-01                             |

## Superior Court

| 2659 | Facilitator SurchARGE                                                       | $20.00    | Per Title 26 Case | No Change | $20.00    | Per Title 26 Case | RCW 26.12.240 & 36.18.016(16)                     |
| 2663 | Marriage License SurchARGE                                                  | $8.00     | Per License      | No Change  | $8.00     | Per License      | RCW 26.12.220                                      |
| 2664 | Marriage License SurchARGE                                                  | $15.00    | Per License      | No Change  | $15.00    | Per License      | RCW 26.04.160                                     |
| 2670 | Search Fee                                                                 | $20.00    | Per Hour         | No Change  | $20.00    | Per Hour          | RCW 36.18.016(11)                                 |
| 2786 | Faulty Documents                                                           | $15.00    | Per Document     | No Change  | $15.00    | Per Document      | Unified Fee Schedule                              |
| 7164 | Courthouse Facilitator User Fee - Scheduled Appointment                      | $20.00    | per consultation | No Change  | $20.00    | per consultation  | RCW 26.12.240                                    |

## Treasurer

| 2704 | Computer Reports                                                           | $0.15     | Per Sheet of Paper | No Change   | $0.15     | Per Sheet of Paper | Unified Fee Schedule Ordinance                   |
| 2706 | County Owned Property Bid Application Fee                                  | $150.00   | Per Parcel        | No Change   | $150.00   | Per Parcel        | Unified Fee Schedule Ordinance                   |
| 2708 | Duplicate Statement Fee                                                    | $5.00     | Per Statement     | No Change   | $5.00     | Per Statement     | Unified Fee Schedule Ordinance                   |
| 2709 | Electronic Transfer Fees                                                   |           | Actual Cost       | No Change   |           | Actual Cost       | Unified Fee Schedule Ordinance                   |
| 2716 | Postage Costs & Fees                                                      |           | Actual Cost       | No Change   |           | Actual Cost       | Unified Fee Schedule Ordinance                   |
| 2719 | Segregation of Special Assessments                                        | $3.00     | Each Tract        | No Change   | $3.00     | Each Tract        | WCC 3.52                                         |
| 2722 | Warrant/Check Reissuance (only if not caused by an error of the county)    | $15.00    | Per Check         | No Change   | $15.00    | Per Check         | Unified Fee Schedule Ordinance                   |

* Subject to adjustment according to federal law
# Appendix A - 2019 Unified Fee Schedule

## Treasurer

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Change or New</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>7145</td>
<td>Delinquent Statement Fee</td>
<td>$10.00</td>
<td>Per statement</td>
<td>No Change</td>
<td>$10.00</td>
<td>Per statement</td>
<td>Unified Fee Schedule</td>
</tr>
<tr>
<td>7152</td>
<td>Currency &amp; Coin Verification</td>
<td>$100.00</td>
<td>Per Hour</td>
<td>No Change</td>
<td>$100.00</td>
<td>Per Hour</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
<tr>
<td>8011</td>
<td>Tax Roll Subscription</td>
<td>$350.00</td>
<td>Per Subscription</td>
<td>No Change</td>
<td>$350.00</td>
<td>Per Subscription</td>
<td>Unified Fee Schedule Ordinance</td>
</tr>
</tbody>
</table>

## WSU Extension

| 1151 | Copies w/o Assistance       | $0.07     | Per Page   | No Change    | $0.07     | Per Page   | Unfd Fee Schdl Ordinance                   |

* Subject to adjustment according to federal law
WHATCOM COUNTY PLANNING & DEVELOPMENT SERVICES
BUILDING SERVICES DIVISION

2019/2020 UNIFIED FEE SCHEDULE POLICY

The Unified Fee Schedule Policy is a supplemental extension of the Unified Fee Schedule (UFS) and shall be adopted by Whatcom County as an integral part of, and not separate from, the UFS. The UFS Policy is a practical mechanism intended to provide additional information and clarification regarding individual fees and any of their associated details and foundation.

DEFINITIONS:

Certificate of Occupancy – As defined and required per the current adopted editions of the International Building Code (IBC), Section 111 and the International Residential Code (IRC), Section R110.

Outside Plan Review – A discretionary program available through the Whatcom County Building Services Division, which allows an approved private service provider to perform the plan check/review phase of the permit application review process.

Pre-application Review – A program available to applicants with large and/or complicated project proposals. The program allows the applicant to submit approved preliminary information, which is then pre-reviewed by appropriate staff. The applicants and their consultants then attend a scheduled meeting where information related to their project and pending application submittal is exchanged and discussed.

Project Valuation – A square foot value established for a respective portion of a building according to its proposed use. See UFS Policy, Addendum A. All applicable values are tabulated to determine one total project valuation. The total project valuation is then used to determine the applicable Building Permit Fee according to UFS #8412 through #8420 and Plan Check Fee according to UFS #8243.

Repeat Plan – A set of plans for a specific building, which the applicant intends to build multiple times, with no or substantially minor changes, and under the same design criteria. The plans and related information are submitted for review and Repeat Plan File Setup prior to application for a permit to construct the specific building on a given site. See UFS Policy, Building Services Division, Repeat Plan Permit Applications, Addendum C.
Reuse Plan – A set of plans for a specific building for which the applicant has already received a building permit. Now the applicant intends to build the same building again, with no or substantially minor changes, and under the same design criteria. Clearly legible copies of the reviewed/approved plans and related information are submitted for application to build the same building on a new site. See UFS Policy, Building Services Division, Code Interpretation #2002-01, Addendum D.

Unified Fee Schedule (UFS) – The schedule format document approved by the governing authority of Whatcom County, which lists and categorizes all fees the County is authorized to charge for the services it is mandated to provide.

GENERAL POLICY:

The establishment and assessment of fees is per Whatcom County as the governing authority and per the code editions published by the International Code Council and currently adopted by Whatcom County, with particular reference to the code sections related to fees (example: 2015 IBC Section 109).

Fees shall be collected for any nonexempt work (IBC Section 105.2/IRC Section R105.2) commenced without first obtaining a permit and/or for work by Whatcom County staff related to a permit application or to a project, whether or not a permit is then or subsequently issued.

SPECIFIC POLICIES:

1. #8379 Building Permits Repeat Plan File Setup
   Rate Basis: 65% of Building Permit (UFS #8412 through 8420).

   Repeat Plan File Setup is a substantially similar process to typical plan submittal and plan check review. It involves all the same processes, which are intended to be compensated through the Plan Check Fee (UFS #8243). The Plan Check Fee is 65% of Building Permits (UFS #8412 through 8420), respective to project valuation. See UFS Policy, Building Services Division, Construction Fee Schedule, Addendum A (residential/accessory) or Square Foot Construction Costs, Addendum B (commercial) for project valuation and Repeat Plan Permit Applications, Addendum C, for a basic explanation of the repeat plan file setup program.

2. #8381 Building Permits: Commercial
   Rate Basis: Per UFS Building Permit Fee, #8412 thru 8420 according to in-house calculation of valuation or approved bid documentation, and Plan Check Fee, #8243.
Project valuation to establish permit fees for commercial projects is derived from the Square Foot Construction Costs table, listed and updated approximately biannually, in the Building Safety Journal published by the International Code Council. See UFS Policy, Building Services Division, Square Foot Construction Costs example, Addendum B. Applicants have complained on occasion that their projects don’t fit the table and can be completed for less than the value established by the table. There is some case-by-case merit to this argument. The table is somewhat general and does not adequately address certain specific types of projects. IBC Section 109.3 allows the Building Official to accept detailed estimates to establish valuation. The estimate documentation must meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

3. #8382 Building Permit: Reinstatement
Rate Basis: 50% of original Building Permit Fee (UFS #8412 thru 8420) within 12 months of expiration and no code change.

The rate amount is based on the language in the 1997 Uniform Building Code (UBC), Section 106.4.4, except that the Building Official has determined that the fee shall be one half (50%) of the original Building Permit Fee per the current UFS #8412 thru 8420. No changes shall have been made or will be made in the original plans and specification for such work, and provided that suspension or abandonment has not exceeded one year (12 months), and further provided that there has been no change in the applicable adopted code editions. The policy assumes all work to be inspected is accessible and includes an average of one reinspection per inspection category. Under the terms of the policy, as described herein, this includes the service through final inspection and issuance of a certificate of occupancy.

4. #8383 Building Permit: Work Started Without a Permit
Rate Basis: UFS Building Permit Fee (#8412 thru 8420) multiplied by two.

The rate amount is based on the language in the 1997 UBC, Section 107.5.2, except that the Building Official has determined that the investigation fee shall be equal to the amount of the Building Permit Fee, UFS #8412 thru 8420. The purpose and intent of the fee is to recover some of the miscellaneous extra staff costs related to the enforcement actions associated with such issues. The investigation fee, in addition to the permit fee, shall be collectable, whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the current adopted codes nor from any penalty prescribed by law.
5. #8384 Building Permit: Repeat/Reuse Application
   Rate Basis: 50% less than the original Plan Check Fee, per UFS #8243.

   The discounted rate applies to 1.) Applications made on projects that have
   completed the Repeat Plan File Setup process, see UFS Policy, item #1
   previous, or 2.) Reuse applications that meet the criteria per Building
   Services Division, Code Interpretation #2002-01, included in this Policy as
   Addendum D. The intent of the discount is to more accurately reflect the
   cost of providing the service, including not charging applicants for work not
   performed. While some related administrative and follow-up staff time is
   required for such applications, little or no additional plan review is
   required.

6. #8388 Fire: Administrative/Miscellaneous Review - Residential
   Rate Basis: $60.00 per review

   This fee is to more accurately reflect the cost of providing this service and
   recover Fire Marshal staff time not previously charged. The fee is for
   review of administrative, discretionary and similar types or applications,
   such as subdivision, conditional use, variances, cottage industries and the
   like.

7. A. #8366 Construction Permit: Pre-application Review
   Rate Basis: $500.00 base plus $120.00 per hour after the first 1.5 hours.

   In general, Pre-application Review meetings are limited to a maximum 1.5
   hours (90 minutes) and are scheduled accordingly. Historically, this
   pattern has been sufficient with minor exceptions where individual staff
   members agree to follow up with applicants at a later time for issues which
   require additional research. On rare occasions, a complicated project or
   complicated issue related to a project warrants a longer meeting or
   extensive additional research by one or more staff members. Such issues
   may not have been anticipated by the applicant or may have been
   unanticipated by staff due to inaccurate or incomplete information. The
   inclusion of an hourly rate, in addition to the base fee, allows staff some
   flexibility in extending a meeting when conditions allow or to continue
   additional research. It provides a mechanism for recovering some service
   costs for such unanticipated additional work. Neither the base fee nor the
   hourly rate is intended to recover all such cost for this service.

   B. #8422 Construction Permit: Reduced Pre-application Review
   Rate Basis: $250.00 base plus $120.00 per hour after the first 1.5 hours.

   Pre-application meetings at a reduced rate basis are reserved for
   commercial projects and, to a lesser degree, residential and/or accessory
   projects that have chosen to or have been required to go through a
discretionary permit review. Discretionary permit applications are generally expensive. They receive staff review and comment and usually include conditions of approval. However, the review, comments and conditions are typically general in nature, since the information provided for review is typically preliminary in scope at the discretionary review phase. Through experience, staff has learned that certain types of projects benefit from additional and more detailed preliminary review typical of pre-application meetings, including the opportunity to ask and answer questions specific to the project. Such projects are often complicated in scope, involve inexperienced or volunteer applicants, involve multiple natural resource issues or combination of these and other factors. Because significant expense and review has already occurred, these meetings involve a reduced number of staff participants, thus the reduced rate basis.

8. #8373 Outside Plan Review
Rate Basis: Less 25% of Building Permit Plan Check Fee, UFS #8243, according to the conditions of the Unified Fee Schedule Policy.

Whatcom County's work load, as it relates to building permit applications, has historically been subject to fluctuations of undetermined duration due to uncontrollable forces, such as seasonal or weather related, economic, regulatory changes and the like. Such forces may occur simultaneously or overlap and may occasionally be severe. Whatcom County, like other jurisdictions, has limited resources and options to respond to such fluctuations in a timely manner. Workload backlogs occur as a result. Outside Plan Review has been successfully utilized by Whatcom County as one mechanism to respond to work load backlogs. However, because the private plans examiner who performs the outside plan review is paid by the applicant, there is potential for issues related to conflict-of-interest and the Public Service Inspector must be extra vigilant when performing inspections on these projects. In addition, the private plans examiner is not as accessible as County staff when problems or question arise. Therefore, it is recognized, potentially, as less than optimal.

Outside Plan Review (OSR) will be available to applicants as an option. However, the Building Official has discretion whether to maintain the availability of this option. The applicant must request OSR at the time of the application submittal appointment. The application file will be "marked" OSR at that time. However, marking the file is no guarantee, implied or otherwise, that the specific project application or any given project application will be eligible for OSR. Marked application files will only be routed to OSR if the internal backlog for plan review exceeds the timeline goal of the Building Services Division. It is the goal of the Division to review each plan within a four week or less time frame, starting from the date that the application is determined to be complete and ready for plan
review. The time frame goal may be subject to adjustment or modification according to work load, operation and/or management needs of the Building Services Division. The plan review phase is typically the last major review before the application is approved for permit issuance, usually followed only by final review. All other required reviews applicable to the project must be completed before an application will be routed to OSR unless approved otherwise by the Building Official.

The intent of the discount is to more accurately reflect the cost of providing the service, including not charging applicants for work not performed. The OSR program requires more administrative and follow-up staff time than the Repeat/Reuse Application program, but there is still little or no additional plan review required.

9. #8349 Plumbing: Complex Systems and #9010 Mechanical Code: Complex Systems
Rate Basis: UFS Building Permit Fee (#8412 thru #8420) and Plan Check Fee (#8243)

The Building Services Division reserves the flexibility to base fees for complex plumbing and/or mechanical systems on the valuation of the project instead of the typical per-appliance provisions currently in the Unified Fee Schedule. It is increasingly common for new innovative solutions to residential, commercial and industrial plumbing and mechanical problems to involve complex, integrated systems utilizing multiple appliances. Two possible examples are an integrated solar and geothermal residential heating system or an industrial grade flash freezing system for a berry processing plant. Both systems are easily described as complex and do not fit the usual review and inspection mode. They typically require extensive plan review, communication with consultants, multiple site inspections and, in some cases, extensive testing protocols developed by licensed design professionals.

Reviewed and Approved:

[Signature]
Mark Personius, Director
Planning & Development Services
Dated: 7-31-18

[Signature]
Mark Sniffen, Manager
Building Services Division
Dated: 7/31/18
<table>
<thead>
<tr>
<th>TYPE OF CONSTRUCTION</th>
<th>VALUE PER SQUARE FOOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGLE FAMILY RESIDENCE:</td>
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</tr>
<tr>
<td>Living Space - All Floors</td>
<td>$115.00</td>
</tr>
<tr>
<td>Remodel/Renovation (whichever is less)</td>
<td>Or valuation per apprfd bid which ever is less $58.00</td>
</tr>
<tr>
<td>Upper level unfinished spaces</td>
<td>$45.00</td>
</tr>
<tr>
<td>Basement - open frame/unfinished</td>
<td>$45.00</td>
</tr>
<tr>
<td>GARAGE:</td>
<td></td>
</tr>
<tr>
<td>Attached/Detached with insulation &amp; drywall</td>
<td>$45.00</td>
</tr>
<tr>
<td>Detached, interior frame exposed</td>
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<td>CARPORT</td>
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<td>COVERED PORCH/DECK</td>
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<td>UNCOVERED PORCH/DECK</td>
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<td>ACCESSORY/AGRICULTURAL STORAGE:</td>
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<tr>
<td>Wood Frame/unfinished</td>
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<tr>
<td>Wood Frame/finished</td>
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<td>Pole Type</td>
<td>$23.00</td>
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<tr>
<td>GREENHOUSES:</td>
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<tr>
<td>Commercial, soft skin</td>
<td>$16.00</td>
</tr>
<tr>
<td>Commercial, hard skin</td>
<td>$36.00</td>
</tr>
<tr>
<td>Residential, soft skin</td>
<td>$16.00</td>
</tr>
<tr>
<td>Residential, hard skin</td>
<td>$34.00</td>
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<tr>
<td>MISC. CONSTRUCTION/DOCKS, ETC:</td>
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<tr>
<td>Floating Docks</td>
<td>$45.00</td>
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<tr>
<td>Piling Supported Docks</td>
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<td>Ramps</td>
<td>$45.00</td>
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<tr>
<td>Individual Piles</td>
<td>$500.00</td>
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<tr>
<td>MISC. CONSTRUCTION/ADDITIONS:</td>
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<tr>
<td>Sun Room</td>
<td>$68.00</td>
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<tr>
<td>Retaining Walls (per square foot)</td>
<td>$28.00</td>
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<tr>
<td>Foundations (per linear foot)</td>
<td>$113.00</td>
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<td>MOBILE HOMES INSTALLATION:</td>
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<td>Mobile Home Plan Review Fee</td>
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<tr>
<td>Single Wide (in Mobile Park)</td>
<td>(per story) $275.00</td>
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<td>Single Wide (on Residential Lot)</td>
<td>(per story) $385.00</td>
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<tr>
<td>Double Wide (in Mobile Park)</td>
<td>(per story) $440.00</td>
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<td>Double Wide (on Residential Lot)</td>
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<td>Triple Wide (in Mobile Park)</td>
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<td>Triple Wide (on Residential Lot)</td>
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<td>Quadruple Wide (in Mobile Park)</td>
<td>(per story) $660.00</td>
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<tr>
<td>Quadruple Wide (on Residential Lot)</td>
<td>(per story) $770.00</td>
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## UNIFIED FEE SCHEDULE POLICY

### BUILDING SERVICES DIVISION

## ADDENDUM B (SAMPLE TABLE)

### Square Foot Construction Costs *a, b, c*

<table>
<thead>
<tr>
<th>Group (2018 International Building Code)</th>
<th>IA</th>
<th>IB</th>
<th>IIA</th>
<th>IIB</th>
<th>IIIA</th>
<th>IIIIB</th>
<th>IV</th>
<th>VA</th>
<th>VB</th>
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<tr>
<td>A-1 Assembly, theaters with stage</td>
<td>239.41</td>
<td>231.54</td>
<td>226.03</td>
<td>216.67</td>
<td>203.74</td>
<td>197.86</td>
<td>209.62</td>
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<td>179.13</td>
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<tr>
<td>A-1 Assembly, theaters, without stage</td>
<td>219.07</td>
<td>211.20</td>
<td>205.68</td>
<td>196.33</td>
<td>183.65</td>
<td>177.76</td>
<td>189.48</td>
<td>166.01</td>
<td>159.03</td>
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<td>A-2 Assembly, nightclubs</td>
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<td>182.77</td>
<td>178.14</td>
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<td>161.13</td>
<td>156.68</td>
<td>164.92</td>
<td>145.88</td>
<td>140.94</td>
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<td>A-2 Assembly, restaurants, bars, banquet halls</td>
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<td>181.77</td>
<td>176.14</td>
<td>169.93</td>
<td>159.13</td>
<td>155.68</td>
<td>163.92</td>
<td>143.88</td>
<td>139.94</td>
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<td>A-3 Assembly, churches</td>
<td>220.05</td>
<td>212.18</td>
<td>206.66</td>
<td>197.31</td>
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<td>180.11</td>
<td>190.46</td>
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<td>143.75</td>
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<td>131.00</td>
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<td>A-4 Assembly, arenas</td>
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<td>210.20</td>
<td>203.68</td>
<td>195.33</td>
<td>181.65</td>
<td>176.76</td>
<td>188.48</td>
<td>164.01</td>
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<td>B Business</td>
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<td>185.04</td>
<td>179.30</td>
<td>170.56</td>
<td>155.93</td>
<td>150.11</td>
<td>164.01</td>
<td>137.00</td>
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<td>E Educational</td>
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<td>156.97</td>
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<td>F-1 Factory and industrial, moderate hazard</td>
<td>114.08</td>
<td>108.82</td>
<td>102.59</td>
<td>98.59</td>
<td>88.51</td>
<td>84.45</td>
<td>94.44</td>
<td>74.21</td>
<td>69.43</td>
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<td>F-2 Factory and industrial, low hazard</td>
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<td>107.82</td>
<td>102.59</td>
<td>97.59</td>
<td>88.51</td>
<td>83.45</td>
<td>93.44</td>
<td>74.21</td>
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<tr>
<td>H-1 High Hazard, explosives</td>
<td>106.73</td>
<td>101.48</td>
<td>96.25</td>
<td>91.25</td>
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<td>77.32</td>
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<td>68.08</td>
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<tr>
<td>H234 High Hazard</td>
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<td>101.48</td>
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<td>91.25</td>
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<td>77.32</td>
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<td>68.08</td>
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<td>H-5 HPM</td>
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<td>185.04</td>
<td>179.30</td>
<td>170.56</td>
<td>155.93</td>
<td>150.11</td>
<td>164.01</td>
<td>137.00</td>
<td>131.05</td>
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<tr>
<td>I-1 Institutional, supervised environment</td>
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<td>184.81</td>
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<td>171.90</td>
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<td>154.06</td>
<td>171.99</td>
<td>141.86</td>
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<td>I-2 Institutional, nursing homes</td>
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<td>306.52</td>
<td>299.78</td>
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<td>293.42</td>
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<td>I-3 Institutional, restrained</td>
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<td>216.01</td>
<td>210.27</td>
<td>201.52</td>
<td>187.89</td>
<td>194.98</td>
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<td>N.P.</td>
<td>N.P.</td>
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<tr>
<td>I-4 Institutional, day care facilities</td>
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<td>184.81</td>
<td>179.46</td>
<td>171.90</td>
<td>158.36</td>
<td>154.06</td>
<td>171.99</td>
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<td>137.45</td>
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<tr>
<td>M Mercantile</td>
<td>140.27</td>
<td>134.81</td>
<td>129.18</td>
<td>122.96</td>
<td>112.68</td>
<td>109.23</td>
<td>116.95</td>
<td>97.44</td>
<td>93.50</td>
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<tr>
<td>R-1 Residential, hotels</td>
<td>193.08</td>
<td>186.60</td>
<td>181.24</td>
<td>173.68</td>
<td>159.89</td>
<td>155.58</td>
<td>173.77</td>
<td>143.39</td>
<td>138.97</td>
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<tr>
<td>R-2 Residential, multiple family</td>
<td>161.95</td>
<td>155.46</td>
<td>150.10</td>
<td>142.54</td>
<td>129.52</td>
<td>125.22</td>
<td>142.64</td>
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<tr>
<td>R-3 Residential, one- and two-family</td>
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<td>146.99</td>
<td>143.20</td>
<td>139.61</td>
<td>134.50</td>
<td>130.95</td>
<td>137.27</td>
<td>125.85</td>
<td>118.45</td>
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<tr>
<td>R-4 Residential, care/assisted living facilities</td>
<td>191.30</td>
<td>184.81</td>
<td>179.46</td>
<td>171.90</td>
<td>158.36</td>
<td>154.06</td>
<td>171.99</td>
<td>141.86</td>
<td>137.45</td>
</tr>
<tr>
<td>S-1 Storage, moderate hazard</td>
<td>105.73</td>
<td>100.48</td>
<td>94.25</td>
<td>90.25</td>
<td>80.38</td>
<td>76.32</td>
<td>86.10</td>
<td>66.08</td>
<td>61.30</td>
</tr>
<tr>
<td>S-2 Storage, low hazard</td>
<td>104.73</td>
<td>99.48</td>
<td>94.25</td>
<td>89.25</td>
<td>80.38</td>
<td>75.32</td>
<td>85.10</td>
<td>66.08</td>
<td>60.30</td>
</tr>
<tr>
<td>U Utility, miscellaneous</td>
<td>83.66</td>
<td>79.00</td>
<td>74.06</td>
<td>70.37</td>
<td>63.47</td>
<td>59.32</td>
<td>67.24</td>
<td>50.19</td>
<td>47.80</td>
</tr>
</tbody>
</table>

---

**Steel stud rental storage bdgs./steel strg containers, S-1 occupancy, Type I1-B construction: $90.25 x 0.5685=$51.31

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use groups) - $15.00 per sq. ft.

c. For shell only buildings deduct 20 percent

d. N.P. = not permitted

(Note: Building Safety Journal Square Foot Construction Costs table in effect at time of submittal in July of 2018 and including an internally adjusted fee for S-1, Type I1-B, steel frame or steel stud rental storage buildings, steel storage container structures and unfinished basements. The most current available table will be referenced)
UNIFIED FEE SCHEDULE POLICY
BUILDING SERVICES DIVISION

ADDENDUM C

REPEAT PLAN PERMIT APPLICATIONS

Thank you for participating in our Repeat Plan Permit program. The intent of this program is to substantially reduce the time necessary to obtain a building permit by eliminating the waiting period in plan review. Since your plans are “pre-approved”, they will not be required to go through the normal plan review process (they’re already approved!). To help expedite your permit you will need to supply sufficient information for all departments to perform their reviews.

INITIAL REPEAT PLAN APPLICATION

1. Make appointment with a Plans Examiner to submit Repeat Plans.

2. Bring 2 complete sets of plans including floor plans and elevations, energy compliance forms and engineering (if required) to appointment.

3. A file will be set up for your Repeat Permit. Every effort will be made to review repeat plans and related information within two weeks of the date submitted.

4. You will be notified by a Plans Examiner when the repeat plans are ready to pick up. The balance of the plan review fee will be paid at this time.

5. You will receive two sets of approved plans, energy compliance forms, and engineering (if required). You will also receive a partially completed permit application form, which is part of your repeat permit.

PULLING PERMIT APPLICATIONS OFF REPEAT PLANS

When you are ready to pull a permit from your pre-approved repeat plans, you will need to bring the following information to your application appointment:

1. Photocopy of your partially completed repeat permit application form. You will need to fill in the site-specific information at the top of the application (parcel number, site address, etc.) and sign the bottom of the application.

2. Two complete copies of your pre-approved repeat plans with all plan review comments and corrections.
3. Two copies of your pre-approved energy compliance forms and engineering calculations (if required).

4. Other applicable documents normally required to apply for a building permit. (See the checklist of required information in the Residential Structures application packet.)

All other departmental reviews such as zoning, land disturbance, and Health Dept. will be completed prior to permit issuance.

Your construction plans are valid for sites meeting design criteria indicated on plans (i.e. 25 psf snow load region, 1500 psf assumed soil bearing capacity, etc.). If your proposed site conditions do not meet design criteria indicated on plans, plans will not be valid and additional review by this department will be required. Fees are required for additional review.

Your repeat plans are valid until the next applicable code changes. At that time, if you wish to re-instate your repeat permit, a supplementary plan review and additional fees ($120.00 minimum) will be required.
UNIFIED FEE SCHEDULE POLICY
BUILDING SERVICES DIVISION

ADDENDUM D

CODE INTERPRETATIONS

WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES
BUILDING SERVICES DIVISION

NUMBER: 2002-01
EFFECTIVE DATE: 2/15/02
REVISION DATE: 11/1/07

SUBJECT: Conditions of discounted plan review fee for Reuse Plans.


SUBMITTED BY: Wain Harrison

APPROVED BY: J.E. "Sam" Ryan

STATEMENT OF INTERPRETATION:

Whatcom County Building Services Division will discount 50% of the plan review fee for specific individual permit applications on a case-by-case basis, subject to the Building Official's discretion. A review fee discount will apply for reuse residential plans, based on the current adopted Unified Fee Schedule, subject to the following conditions:

1. The plan in question must have been previously reviewed by Building Services within one year of the date of the current application for the reuse plan submittal.

2. The applicant must provide the most recent previous permit number associated with the reuse plan; submit two clear, legible copies of the previously reviewed plan drawings with all the Plan Examiner notes, conditions and labels visible; provide copies of all relevant documents, such as engineer calculations, energy code forms, truss layout/engineering and the like.
3. The current application for the reuse plan submittal shall have no more than minor nonstructural changes with no alterations or expansion of the original building footprint. All changes must be clearly indicated on the plan drawings.

4. Engineered reuse plans must be accompanied by a letter from the engineer of record approving the use of the engineering for the specific plans at the new proposed building site. Any proposed changes to the plan drawings, minor or otherwise, must be reviewed and approved in writing by the engineer of record. The written documentation must be stamped and signed by the engineer.

Any applications submitted, which do not meet all of the above applicable conditions, will not be considered a reuse plan submittal. The application will be subject to the full plan review fee, based on the current adopted Unified Fee Schedule.
# Unified Fee Schedule Addenda

Effective Date: January 1, 2019

<table>
<thead>
<tr>
<th>UFS No</th>
<th>Includes</th>
<th>Excludes</th>
<th>Note(s)</th>
</tr>
</thead>
</table>
| 2755 Preliminary Subdivision Application Processing | - One *Preliminary Traffic and Concurrency Information* form review;  
- One *Preliminary Stormwater Proposal* form review;  
- One ingress/egress (including drawings) review and sight distance evaluation;  
- One stormwater management (including drawings) review;  
- One traffic (including *Traffic Impact Analysis* report) review;  
- One development impact mitigation determination;  
- One Technical Review Committee (TRC) meeting attendance;  
- One initial *Staff Report* input preparation;  
- One Public Hearing attendance; and  
- All correspondence, conversations, meetings, and site visits that directly relate to the above. | All services related to minor changes to preliminary approval. | |
| 2756 Short Subdivision Application Processing | - One *Preliminary Traffic and Concurrency Information* form review;  
- One *Preliminary Stormwater Proposal* form review;  
- One Technical Review Committee (TRC) meeting attendance;  
- One preliminary approval conditions or *Notice of Additional Requirements* preparation effort;  
- One initial and revision review of ingress/egress;  
- One stormwater management review;  
- One development impact mitigation determination;  
- Five construction inspections (first inspection to include on-site pre-construction meeting);  
- Two short plat checkpoint reviews; and  
- One final mylar review. | All licensed professional-prepared drawings review. | |
| 2758 Preliminary Binding Site Plan Application Processing | - One *Preliminary Traffic and Concurrency Information* form review;  
- One *Preliminary Stormwater Proposal* form review;  
- One ingress/egress (including drawings) review and sight distance evaluation;  
- One stormwater management (including drawings) review;  
- One traffic (including *Traffic Impact Analysis* report) review;  
- One development impact mitigation determination;  
- One Technical Review Committee (TRC) meeting attendance;  
- One initial *Staff Report* input preparation;  
- One Public Hearing attendance; and  
- All correspondence, conversations, meetings, and site visits that directly relate to the above. | All services related to minor changes to preliminary approval. | |
<table>
<thead>
<tr>
<th>UFS No</th>
<th>Includes</th>
<th>Excludes</th>
<th>Note(s)</th>
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<tbody>
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<td>7166</td>
<td>• Licensed professional-prepared drawing review;</td>
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<td>This hourly rate fee also applies when minimum service allowances stated in UFS Nos 2755, 2756, 2758, 7174, and 7175 are exceeded.</td>
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<tr>
<td></td>
<td>• SEPA review;</td>
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<td></td>
<td>• Construction Change Order processing;</td>
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<td></td>
<td>• Work performed under an Extraordinary Inspection Request;</td>
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<tr>
<td></td>
<td>• Ingress/egress review;</td>
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<td></td>
<td>• Stormwater management review;</td>
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<td>• Staff Report input preparation;</td>
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<td>• Technical Review Committee (TRC) meeting attendance;</td>
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<td>• Public Hearing attendance;</td>
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<tr>
<td></td>
<td>• Preliminary approval conditions preparation;</td>
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<tr>
<td></td>
<td>• Notice of Additional Requirements preparation;</td>
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<tr>
<td></td>
<td>• Development impact mitigation determination;</td>
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<td></td>
<td>• Exempt Land Division Application processing ($360 base up to three hours then $120/hr for each additional hour);</td>
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<td></td>
<td>• Boundary Line Adjustment Application processing ($360 base up to three hours then $120/hr for each additional hour);</td>
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<tr>
<td></td>
<td>• Additional plat or short plat checkpoint review;</td>
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<td></td>
<td>• Record drawing checkpoint review;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Survey &amp; legal description review;</td>
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<tr>
<td></td>
<td>• Haul Road Agreement preparation;</td>
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<tr>
<td></td>
<td>• Agricultural Short Subdivision Application processing ($360 base up to three hours then $120/hr for each additional hour);</td>
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<tr>
<td></td>
<td>• Administrative Permit (ADM) Application processing ($360 base up to three hours then $120/hr for each additional hour);</td>
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<td></td>
<td>• Conditional Use Permit (CUP) Application processing (($600 base up to five hours then $120/hr for each additional hour);</td>
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<td>• WSDOE Stormwater Management Manual for Western Washington-required Declaration of Covenant and Grant of Easement document preparation for recording at Developer’s expense.</td>
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<tr>
<td></td>
<td>• Site review/inspection.</td>
<td></td>
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<tr>
<td></td>
<td>• Meeting preparation (i.e., Pre-Application Meeting Request form review, file research, and site visit (including preliminary sight distance evaluation));</td>
<td></td>
<td></td>
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<tr>
<td>7169</td>
<td>• Meeting attendance;</td>
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<td></td>
<td>• Findings/summary preparation.</td>
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<td>Per current WCC 2.33.030.C: &quot;If the county makes a determination of completeness within one year of the preapplication meeting, the preapplication fee shall be applied to the application cost.&quot;</td>
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PROPOSED 2019 WHATCOM COUNTY UNIFIED FEE SCHEDULE

SUMMARY OF PROPOSED ADDITIONS, CHANGES, AND DELETIONS
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Council

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<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
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<td>1200</td>
<td>Agendas Mailed</td>
<td>$20.00</td>
<td>Per Year</td>
<td>Delete</td>
<td>$20.00</td>
<td>Per Year</td>
<td>The agendas are available online now and can be printed by the user as needed.</td>
</tr>
<tr>
<td>1220</td>
<td>Appeal to Council Fee</td>
<td>$300.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Application</td>
<td>Due to a recent WCC revision hearing examiner decisions, as a rule, are no longer appealed to the Council but to Superior Court. There are still a couple of decision types that can be appealed to the Council pursuant to WCC 23.60.160 and WCC 13.04.060</td>
</tr>
<tr>
<td>1206</td>
<td>Council Packets</td>
<td>$11.15</td>
<td>Per Packet</td>
<td>Delete</td>
<td>$11.15</td>
<td>Per Packet</td>
<td>The agenda and the entire packet are available online now. It is available to the user to print all or part as desired. Council will no longer provide printed packets for sale to the public.</td>
</tr>
<tr>
<td>1218</td>
<td>Whatcom County Code</td>
<td>$135.00</td>
<td>Per Book</td>
<td>Delete</td>
<td>$135.00</td>
<td>Per Book</td>
<td>The Whatcom County Code is available online and is updated regularly. The Council Office is no longer able to purchase copies of the Code for resale to the public.</td>
</tr>
<tr>
<td>1219</td>
<td>Whatcom County Code Binder</td>
<td>$65.00</td>
<td>Each</td>
<td>Delete</td>
<td>$65.00</td>
<td>Each</td>
<td>The Whatcom County Code is available online now and is updated regularly. The vendor no longer offers binders for printed copies of the Code.</td>
</tr>
</tbody>
</table>

### Health

#### Environmental Health

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate Basis</th>
<th>Action</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>3% Technology Fee</td>
<td>New</td>
<td></td>
<td>Per permit/application 3% charged on total permit/application cost</td>
<td>Add new technology fee to support ongoing EnerGov permit system maintenance costs.</td>
</tr>
<tr>
<td>Admin review plus permit re-instatement inspection-Food Prog</td>
<td>Per admin review (includes inspection for re-instatement)</td>
<td>Change</td>
<td>$331.00</td>
<td>Per admin review (includes inspection for re-instatement)</td>
</tr>
<tr>
<td>Farmer's Market Complex Menu - Single location</td>
<td>$416.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$437.00</td>
</tr>
<tr>
<td>Farmer's Market Complex Menu - Multiple locations</td>
<td>$557.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$586.00</td>
</tr>
<tr>
<td>Farmer’s market low risk menu single location</td>
<td>$209.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$219.00</td>
</tr>
<tr>
<td>Farmer’s market low risk multiple locations</td>
<td>$278.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$292.00</td>
</tr>
<tr>
<td>Food Demo Permit</td>
<td>$80.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$84.00</td>
</tr>
<tr>
<td>Food Establishment (New or remodel) review &amp; 1st Pre Operational inspection</td>
<td>Base Charge Incl. Farmer's mkt complex menu plan review</td>
<td>Change</td>
<td>$348.00</td>
<td>Base Charge Incl. Farmer's mkt complex menu plan review</td>
</tr>
<tr>
<td>Food Establishment Change of Owner</td>
<td>$163.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$171.00</td>
</tr>
<tr>
<td>Food Establishment with more than one food service</td>
<td>$194.00</td>
<td>per add’l service</td>
<td>Change</td>
<td>$204.00</td>
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<tr>
<td>Food Service, Complex Menu, 0-25 Seats</td>
<td>$547.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$574.00</td>
</tr>
</tbody>
</table>
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Health

### Environmental Health

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8470</td>
<td>Food Service, Complex Menu, 26 + seats</td>
<td>$747.00</td>
<td>per permit</td>
<td>Change</td>
<td>$784.00</td>
<td>per permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>8466</td>
<td>Food Service, Moderate Menu</td>
<td>$562.00</td>
<td>per permit</td>
<td>Change</td>
<td>$565.00</td>
<td>per permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>8465</td>
<td>Food Service, Moderate Menu, 0-25 Seats</td>
<td>$534.00</td>
<td>per permit</td>
<td>Delete</td>
<td>$534.00</td>
<td>per permit</td>
<td>Eliminating seating as a criteria for fees. The moderate risk menu will be all one price as of 2019. This has been a 7 year plan to change to a risk based pricing model.</td>
</tr>
<tr>
<td>8461</td>
<td>Food Service, Simple Menu, All Sizes</td>
<td>$389.00</td>
<td>Per permit</td>
<td>Change</td>
<td>$408.00</td>
<td>Per permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1530</td>
<td>Food Supermarket + Add'l services</td>
<td>$803.00</td>
<td>Base Permit</td>
<td>Change</td>
<td>$843.00</td>
<td>Base Permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1546</td>
<td>Food Tavern no food service</td>
<td>$347.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$364.00</td>
<td>Per Permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1549</td>
<td>Food Temp Food Svc Cook-Off-participant</td>
<td>$19.00</td>
<td>Per Particip</td>
<td>Change</td>
<td>$20.00</td>
<td>Per Particip</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1551</td>
<td>Food Temp Food Svc Multi Event</td>
<td>$27.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$28.00</td>
<td>Per Permit</td>
<td>Increased staff costs</td>
</tr>
<tr>
<td>1552</td>
<td>Food Temp Food Svc Waiver</td>
<td>$27.00</td>
<td>Single Event</td>
<td>Change</td>
<td>$28.00</td>
<td>Single Event</td>
<td>Increased staff cost</td>
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<tr>
<td>1553</td>
<td>Food Temp Svc Waiver, Multiple</td>
<td>$52.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$55.00</td>
<td>Per Permit</td>
<td>Increased staff costs</td>
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<tr>
<td>1528</td>
<td>Grocery, low risk</td>
<td>$201.00</td>
<td>Per Permit</td>
<td>No food prep</td>
<td>Change</td>
<td>$211.00</td>
<td>Per Permit No food prep</td>
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<tr>
<td>1594</td>
<td>LE Indoor Air Assessment</td>
<td>$263.00</td>
<td>Base Charge + $126 Per Hr</td>
<td>Change</td>
<td>$224.00</td>
<td>Base Charge + $126 Per Hr</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1531</td>
<td>LE School &amp; Institutional Inspect on Request</td>
<td>$243.00</td>
<td>Base Charge ($126 add'l hr) after 2hr</td>
<td>Change</td>
<td>$255.00</td>
<td>Base Charge ($126 add'l hr) after 2hr</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1573</td>
<td>LE Swimming Pool, Spa, each water body</td>
<td>$167.00</td>
<td>Each Pool</td>
<td>Change</td>
<td>$175.00</td>
<td>Each Pool</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1576</td>
<td>LE Water Rec Pool/Spa - Application/Preopening Inspection</td>
<td>$222.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$233.00</td>
<td>Per Inspection</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1577</td>
<td>LE Water Rec Pool/Spa - Preopening Reinspection</td>
<td>$222.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$233.00</td>
<td>Per Inspection</td>
<td>Increased staff costs</td>
</tr>
<tr>
<td>1505</td>
<td>OSS - WS DOH On-site Guidelines</td>
<td>$1.50</td>
<td>Per Booklet</td>
<td>Change</td>
<td>$2.00</td>
<td>Per Booklet</td>
<td>Increased staff costs and printing</td>
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<tr>
<td>1510</td>
<td>OSS Clean &amp; Inst License (Initial and Renewal)</td>
<td>$220.00</td>
<td>Per License</td>
<td>Change</td>
<td>$230.00</td>
<td>Per License</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1507</td>
<td>OSS Disp. permit renewal</td>
<td>$475.00</td>
<td>Per Renewal Letter</td>
<td>Change</td>
<td>$494.00</td>
<td>Per Renewal Letter</td>
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</tr>
<tr>
<td>4968</td>
<td>OSS Installer's Packet</td>
<td>$18.00</td>
<td>Per Packet</td>
<td>Change</td>
<td>$19.00</td>
<td>Per Packet</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1508</td>
<td>OSS O &amp; M Specialist License (Initial &amp; Renewal)</td>
<td>$220.00</td>
<td>Per License</td>
<td>Change</td>
<td>$230.00</td>
<td>Per License</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1503</td>
<td>OSS PDS Plat Approval per lot. Review</td>
<td>$110.00</td>
<td>Per Lot</td>
<td>Change</td>
<td>$114.00</td>
<td>Per Lot</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1502</td>
<td>OSS PDS Plat Approval Base Chg</td>
<td>$330.00</td>
<td>Base Chg + Lot</td>
<td>Change</td>
<td>$343.00</td>
<td>Base Chg + Lot</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>8077</td>
<td>OSS Redesign Submittal Fee</td>
<td>$220.00</td>
<td>Each</td>
<td>Change</td>
<td>$229.00</td>
<td>Each</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>4987</td>
<td>PDS - Env. Land use reviews (large project)</td>
<td>$252.00</td>
<td>Each</td>
<td>Change</td>
<td>$265.00</td>
<td>Each</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1462</td>
<td>PDS Verification - Water</td>
<td>$130.00</td>
<td>Per Water Supply</td>
<td>Change</td>
<td>$135.00</td>
<td>Per Water Supply</td>
<td>Increased staff cost</td>
</tr>
</tbody>
</table>
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Health

#### Environmental Health

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
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<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1491</td>
<td>PDS Verification - OSS</td>
<td>$130.00</td>
<td>On-Site Sewage System</td>
<td>Change</td>
<td>$135.00</td>
<td>On-Site Sewage System</td>
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</tr>
<tr>
<td>4984</td>
<td>PDS water availability, plat. each lot</td>
<td>$130.00</td>
<td>Each lot</td>
<td>Change</td>
<td>$135.00</td>
<td>Each lot</td>
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<tr>
<td>1557</td>
<td>Plan Review Living Env</td>
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<td>Base Charge</td>
<td>Change</td>
<td>$327.00</td>
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<td>Increased staff costs</td>
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<tr>
<td>8474</td>
<td>Pool Closure-Inspection or Reinspection</td>
<td>$301.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$316.00</td>
<td>Per Inspection</td>
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<tr>
<td>1560</td>
<td>Private Camp Permit</td>
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<td>Change</td>
<td>$310.00</td>
<td>Per Permit</td>
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<tr>
<td>1560</td>
<td>Re-Inspection Food Program</td>
<td>$321.00</td>
<td>Per Re-Inspection</td>
<td>Change</td>
<td>$337.00</td>
<td>Per Re-Inspection</td>
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</tr>
<tr>
<td>1561</td>
<td>RV Park Permit 1-49 Spcs</td>
<td>$310.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$322.00</td>
<td>Per Permit</td>
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<tr>
<td>1562</td>
<td>RV Park Permit 50-99 Spcs</td>
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<td>Per Permit</td>
<td>Change</td>
<td>$350.00</td>
<td>Per Permit</td>
<td>Increased staff costs</td>
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<tr>
<td>1563</td>
<td>RV Park Permit, Multi-Event Temporary</td>
<td>$210.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$218.00</td>
<td>Per Permit</td>
<td>Increased staff costs</td>
</tr>
<tr>
<td>1565</td>
<td>RV Park Prmt 100-149 Spcs</td>
<td>$380.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$395.00</td>
<td>Per Permit</td>
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<tr>
<td>1566</td>
<td>RV Park Prmt 150+ Spcs</td>
<td>$450.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$468.00</td>
<td>Per Permit</td>
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<td>1567</td>
<td>RV Parks - Opening Inspection Fee</td>
<td>$160.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$166.00</td>
<td>Per Inspection</td>
<td>Increased staff costs</td>
</tr>
<tr>
<td>1568</td>
<td>RV Parks - Opening Reinspection Fee</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$114.00</td>
<td>Per Inspection</td>
<td>Increased staff cost</td>
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<tr>
<td>2909</td>
<td>Secure Med Plan revision/petition review</td>
<td>New</td>
<td></td>
<td></td>
<td>$378.00</td>
<td>per plan</td>
<td>Secure Medicine Take Back Program</td>
</tr>
<tr>
<td>2911</td>
<td>Secure Med Annual Operating Permit</td>
<td>New</td>
<td></td>
<td></td>
<td>$15,120.00</td>
<td>each per year</td>
<td>Secure Medicine Take Back Program</td>
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<tr>
<td>2908</td>
<td>Secure Med Plan review up to 50 Hours</td>
<td>New</td>
<td></td>
<td></td>
<td>$6,300.00</td>
<td>Up to 50 hours</td>
<td>Secure Medicine Take Back Program fees</td>
</tr>
<tr>
<td>2855</td>
<td>Septage holding tank</td>
<td>$300.00</td>
<td>each tank</td>
<td>Change</td>
<td>$315.00</td>
<td>each tank</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1474</td>
<td>SW - Registration Compost Product</td>
<td>$1,260.00</td>
<td>Per Registration</td>
<td>Change</td>
<td>$1,323.00</td>
<td>Per Registration</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1475</td>
<td>SW Application-Env Monitoring Req'd, base - 15 hour base</td>
<td>$1,890.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$1,985.00</td>
<td>Per Application</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1479</td>
<td>SW Biosolids Beneficials Use Facility Review - 15 hour base</td>
<td>$1,890.00</td>
<td>Per Facility</td>
<td>Change</td>
<td>$1,985.00</td>
<td>Per Facility</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>2910</td>
<td>SW monitoring /revisions additional hours</td>
<td>New</td>
<td></td>
<td></td>
<td>$126.00</td>
<td>per hour</td>
<td>Secure Medicine Take Back Program</td>
</tr>
<tr>
<td>1481</td>
<td>SW Permit - Env Monitoring Reqd - 40 hour base</td>
<td>$5,040.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$5,292.00</td>
<td>Per Permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1485</td>
<td>SW Post Closure Env Monitoring Reqd - 15 hour base</td>
<td>$1,890.00</td>
<td>Annual</td>
<td>Change</td>
<td>$1,985.00</td>
<td>Annual</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1477</td>
<td>SW/Compost Application-Env Monitoring Not Reqd - 10 hour base</td>
<td>$1,260.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$1,323.00</td>
<td>Per Application</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1483</td>
<td>SW/Compost Permit - Env Monitoring Not Reqd - 10 hour base</td>
<td>$1,260.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$1,323.00</td>
<td>Per Permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1572</td>
<td>Swimming Pool, Spa, Water Rec Base Permit</td>
<td>$380.00</td>
<td>Base Permit</td>
<td>Change</td>
<td>$399.00</td>
<td>Base Permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>8472</td>
<td>Temp Food Svc, Single Event</td>
<td>$160.00</td>
<td>per permit</td>
<td>Change</td>
<td>$168.00</td>
<td>per permit</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>8034</td>
<td>Test Administration (OSS, O&amp;M, Pumper)</td>
<td>$110.00</td>
<td>per test</td>
<td>Change</td>
<td>$114.00</td>
<td>per test</td>
<td>Increased staff cost</td>
</tr>
</tbody>
</table>
### Health

#### Environmental Health

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<thead>
<tr>
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<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1496</td>
<td>Water Systems, Public (4 hour base)</td>
<td>$500.00</td>
<td>Base Charge</td>
<td>Change</td>
<td>$525.00</td>
<td>Base Charge</td>
<td>Increased staff cost</td>
</tr>
<tr>
<td>1492</td>
<td>Water Variance Request</td>
<td>$315.00</td>
<td>Var/Conditn Use</td>
<td>Change</td>
<td>$330.00</td>
<td>Var/Conditn Use</td>
<td>Increased staff cost</td>
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<tr>
<td>1469</td>
<td>Water, Public Well Site Approvals</td>
<td>$315.00</td>
<td>Per Site</td>
<td>Change</td>
<td>$330.00</td>
<td>Per Site</td>
<td>Increased staff costs</td>
</tr>
<tr>
<td>1470</td>
<td>Water, Well Site Approvals/ 2 prty, plats</td>
<td>$315.00</td>
<td>Per Site</td>
<td>Change</td>
<td>$330.00</td>
<td>Per Site</td>
<td>Increased staff cost</td>
</tr>
</tbody>
</table>

#### Jail

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>2501</td>
<td>Application Fee For Jail Programs</td>
<td>$20.00</td>
<td>Per Application</td>
<td>Delete</td>
<td>$20.00</td>
<td>Per Application</td>
<td>It was determined that this fee interfered with jail program participation. To facilitate participation, this fee was removed</td>
</tr>
<tr>
<td>7197</td>
<td>Non-resident EHD/EHM</td>
<td>$53.00</td>
<td>Current yr per diem per day Per day on the program</td>
<td>Change</td>
<td>$73.00</td>
<td>Current yr per diem per day Per day on the program</td>
<td>This fee is the current year per diem, which is set by contract. This fee has increased.</td>
</tr>
<tr>
<td>7194</td>
<td>Non-resident IC work crew</td>
<td>$108.00</td>
<td>Per diem rate for each day in facility</td>
<td>Change</td>
<td>$116.00</td>
<td>Per diem rate for each day in facility</td>
<td>This fee is set at the current year per diem, which has increased.</td>
</tr>
<tr>
<td>7193</td>
<td>Non-resident OC Work crew</td>
<td>$66.00</td>
<td>per day per each day worked</td>
<td>Change</td>
<td>$50.00</td>
<td>per day Current yr per diem</td>
<td>This fee is set at the current year per diem, which has dropped for this program</td>
</tr>
<tr>
<td>7195</td>
<td>Non-resident School Release</td>
<td>$108.00</td>
<td>per day in facility Per diem</td>
<td>Change</td>
<td>$116.00</td>
<td>per day in facility Current yr per diem</td>
<td>Making explanation consistent with others in the same category</td>
</tr>
<tr>
<td>7196</td>
<td>Non-resident Work Release</td>
<td>$108.00</td>
<td>per day in facility Current per diem rate</td>
<td>Change</td>
<td>$116.00</td>
<td>per day in facility Current per diem rate</td>
<td>This fee is set at the current year per diem, which has increased.</td>
</tr>
<tr>
<td>2770</td>
<td>Program Application Fee</td>
<td>$25.00</td>
<td>Per Applicant</td>
<td>Delete</td>
<td>$25.00</td>
<td>Per Applicant</td>
<td>This fee was a duplicate of #2501.</td>
</tr>
</tbody>
</table>

#### Parks & Recreation

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>Rate Established by</th>
<th>Rate should coincide with actual cost being charged by</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>9032</td>
<td>Expense for Rental Application Background Check - Actual Cost</td>
<td>$25.00</td>
<td>Per Application</td>
<td>Change</td>
<td>vendor Pass thru - actual cost charged by vendor</td>
<td>vendor for background checks.</td>
<td>Rate established by vendor Pass thru - actual cost charged by vendor.</td>
</tr>
<tr>
<td>2800</td>
<td>Facility Rental - WIFI Access</td>
<td>New</td>
<td>$25.00 per day</td>
<td>New</td>
<td>$25.00 per day</td>
<td>To offer WIFI access for facility rentals where possible</td>
<td></td>
</tr>
<tr>
<td>2899</td>
<td>Field Mowing Fee</td>
<td>New</td>
<td>$55.00 per hour of mowing</td>
<td>New</td>
<td>$55.00 per hour of mowing</td>
<td>To recover cost of staff time spent mowing for event.</td>
<td></td>
</tr>
<tr>
<td>UFS#</td>
<td>Description</td>
<td>2018 Rate</td>
<td>Rate Basis</td>
<td>Action</td>
<td>2019 Rate</td>
<td>Rate Basis</td>
<td>Reason</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>8006</td>
<td>Hovander Camping Fee</td>
<td>$12.00</td>
<td>Per Unit, Per Night (only in conjunction with approved special event. Special Event Application required.) Includes Sales Tax</td>
<td>Change</td>
<td>$18.00</td>
<td>Per Unit, Per Night (only in conjunction with approved special event. Special Event Application required.) Includes Sales Tax</td>
<td>Changed to align with other camping fees and to recover cost of event</td>
</tr>
<tr>
<td>8048</td>
<td>Minor Sport Equipment Rental</td>
<td>$10.00</td>
<td>Per Item, Per Set. Includes Sales Tax</td>
<td>Change</td>
<td></td>
<td>Varies per item Council delegates to Dept auth to set rates</td>
<td>Various picnic sports equipment such as volleyball nets are available for rent at the Hovander Picnic shelter. Parks would like the ability to charge according to the cost for us to maintain the equipment.</td>
</tr>
<tr>
<td>8022</td>
<td>Period Reenactment and Youth Based Camping Activities</td>
<td>$1.00</td>
<td>Per person, per night (only in conjunction with approved special event. Special Event Application required.) Includes Sales Tax</td>
<td>Change</td>
<td>$2.00</td>
<td>Per person, per night (only in conjunction with approved special event. Special Event Application required.) Includes Sales Tax</td>
<td>to recover cost of event</td>
</tr>
<tr>
<td>8226</td>
<td>Range Fee Ear Plugs</td>
<td></td>
<td>varies based on cost. Includes sales tax</td>
<td>Delete</td>
<td>varies based on cost. Includes sales tax</td>
<td>Concession item - included in UFS# 1828</td>
<td></td>
</tr>
<tr>
<td>8230</td>
<td>Range Fees Chronograph</td>
<td>$2.00</td>
<td>Per Hour Includes sales tax</td>
<td>Change</td>
<td>$5.00</td>
<td>Per Visit Includes sales tax</td>
<td>Charging per hour was difficult for staff to track and correctly charge a customer. Changing the fee structure to per visit and raising allows us to cover costs without burdening limited staff with extra tracking.</td>
</tr>
<tr>
<td>1894</td>
<td>Range Fees Day Use, General. Non-Res</td>
<td>$11.00</td>
<td>Per Person, Per Range. Includes sales tax</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Person, Per Range. Includes sales tax</td>
<td>Offset additional cost from lead management requirements</td>
</tr>
<tr>
<td>1877</td>
<td>Range Fees Day Use, General, Res</td>
<td>$10.00</td>
<td>Per Person, Per Range. Per Visit. Includes sales tax</td>
<td>Change</td>
<td>$11.00</td>
<td>Per Person, Per Range. Per Visit. Includes sales tax</td>
<td>Offset additional cost from lead management requirements</td>
</tr>
<tr>
<td>1895</td>
<td>Range Fees Season Ticket, Non Res</td>
<td>$190.00</td>
<td>Per Person. Includes sales tax</td>
<td>Change</td>
<td>$200.00</td>
<td>Per Person. Includes sales tax</td>
<td>Offset additional costs due to lead management requirements</td>
</tr>
<tr>
<td>8229</td>
<td>Range Fees Shot Plotting Pads</td>
<td>$4.00</td>
<td>50 sheets per pad. Includes sales tax</td>
<td>Delete</td>
<td>$4.00</td>
<td>50 sheets per pad. Includes sales tax</td>
<td>Concession item - included in UFS# 1828</td>
</tr>
<tr>
<td>1862</td>
<td>Range Fees Trap Card, Non Res</td>
<td>$130.00</td>
<td>25 Rounds. Includes sales tax</td>
<td>Delete</td>
<td>$130.00</td>
<td>25 Rounds. Includes sales tax</td>
<td>No longer offer trap card</td>
</tr>
<tr>
<td>1889</td>
<td>Range Fees Trap Card, Res</td>
<td>$120.00</td>
<td>25 Rounds. Includes sales tax</td>
<td>Delete</td>
<td>$120.00</td>
<td>25 Rounds. Includes sales tax</td>
<td>No Longer offer Trap Card</td>
</tr>
<tr>
<td>1891</td>
<td>Range Fees Trap Range, Non-Res</td>
<td>$7.00</td>
<td>Per Round (25 targets). Includes sales tax</td>
<td>Change</td>
<td>$8.00</td>
<td>Per Round (25 targets). Includes sales tax</td>
<td>Offset additional cost from lead management requirements</td>
</tr>
</tbody>
</table>
## Parks & Recreation

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<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1888</td>
<td>Range Fees Trap Range, Res</td>
<td>$6.00</td>
<td>One Round (25 targets) Includes sale tax</td>
<td>Change</td>
<td>$7.00</td>
<td>One Round (25 targets) Includes sale tax</td>
<td>offset additional cost from lead management requirements</td>
</tr>
<tr>
<td>8218</td>
<td>Rifle Range Indoor / Outdoor Transfer Fee (Day fee already paid) - Res</td>
<td>$5.00</td>
<td>Per Transfer (includes one target) Sales tax exempt</td>
<td>Delete</td>
<td>$5.00</td>
<td>Per Transfer (includes one target) Sales tax exempt</td>
<td>Want to allow customers to change between indoor/outdoor without charging fee.</td>
</tr>
<tr>
<td>2880</td>
<td>Special Event - Additional Electrical Panel</td>
<td>New</td>
<td>$200.00 per panel</td>
<td>To offer additional electrical panel at special events</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8484</td>
<td>Special Event Application Review Fee - Over 3 Hours of Review</td>
<td>$50.00</td>
<td>per event</td>
<td>Change</td>
<td>Rate per hour equals current Operations Manager's billing rate Non-Refundable</td>
<td>Increase to cover administrative cost of time spent on application review</td>
<td></td>
</tr>
<tr>
<td>2881</td>
<td>Special Event - WIFI access</td>
<td>New</td>
<td>$100.00 per day</td>
<td>To offer WIFI access for special events</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2828</td>
<td>Special Event application review fee - Up to 3 Hours of Administrative Review</td>
<td>$50.00</td>
<td>per event, up to 3 hours of Administrative Review Non-Refundable</td>
<td>Change</td>
<td>$100.00</td>
<td>per event, up to 3 hours of Administrative Review Non-Refundable</td>
<td>Increase to cover administrative cost of time spent on application review</td>
</tr>
<tr>
<td>8460</td>
<td>Text Only Youth Range Fees 10-16 years old</td>
<td>$5.00</td>
<td>per child</td>
<td>Change</td>
<td>$5.00</td>
<td>per child</td>
<td>Adult Presence name change only to clarify fee</td>
</tr>
</tbody>
</table>

## Planning & Development Services

### Administration

| 2843 | 3% Technology Fee - Permit System | 3% Technology Fee charged on total permit/application cost Per Permit/Application | Change | 3% Technology Fee charged on total permit/application fees due Per Permit/Application | TEXT ONLY |
| 9005 | CD's / DVD's/USB Storage          | Actual Cost | Change | Actual Cost | TEXT ONLY |
| 2766 | Code Enforcement Inspection for inspections necessary to check status or confirm completion of required compliance action | $110.00 | Per Inspection | $120.00 | Per Inspection | Hourly rate increase & Title 22 Added to Authority |
| 2765 | Code Enforcement Penalties        | $1,000.00 | Per Day Per Violation | Change | $1,000.00 | Up to $1,000 per day per violation | TEXT ONLY: Rate Basis clarification & Title 22 Added to Authority |
| 2074 | Hearing Examiner: Appeal - Other Admin Decisions to Hearing Examiner | $500.00 | Per application | Change | $500.00 | Per application | TEXT ONLY: Title 22 Added to Authority |
| 2171 | Repeat Permit Review: PDS Staff   | $110.00 | Per Hour; 1/2 hr minimum | Delete | $120.00 | Per Hour; 1/2 hr minimum | Repeat Review Fee removed from Administration. |
| 8430 | Special Reports                   | $110.00 | Per Hour | Change | $120.00 | Per Hour | Hourly rate increase |
| 2757 | Staff fee beyond standard services | $220.00 | $220 base up to 2 hours, then $110/hour | Change | $240.00 | $240 base up to 2 hours, then $125/hour | Hourly rate increase |
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Planning & Development Services

#### Administration

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<tr>
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<th>2019 Rate</th>
<th>Rate Basis</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2764</td>
<td>Staff time for scanning paper documents into electronic format (applies when an electronic copy does not already exist)</td>
<td>$110.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>Hourly rate increase</td>
</tr>
</tbody>
</table>

### Building Services

<table>
<thead>
<tr>
<th>8399</th>
<th>Application Revision: Additional Review Requested due to Application Modification</th>
<th>Per Revision: 50% of original application fee unless specified otherwise for certain applications</th>
<th>Change</th>
<th>Per Revision: 50% of original application fee unless specified otherwise for certain applications</th>
<th>TEXT ONLY: Title 22 Added to Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>8433</td>
<td>Building Code/Fire/Safety Appeal Fee</td>
<td>$330.00</td>
<td>Change</td>
<td>$500.00</td>
<td>Base Rate Change</td>
</tr>
<tr>
<td>9027</td>
<td>Building Permit Extension Request</td>
<td>$110.00</td>
<td>Change</td>
<td>$120.00</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>2768</td>
<td>Building Permit Pre-Application Waiver</td>
<td>$50.00</td>
<td>Delete</td>
<td>$50.00</td>
<td>Fee no longer used</td>
</tr>
<tr>
<td>8215</td>
<td>Building Permit Re-Inspection Fee</td>
<td>$110.00</td>
<td>Change</td>
<td>$120.00</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8382</td>
<td>Building Permit Reinstatement with in 12 months of expiration</td>
<td>50% of original Building Permit Fee. See UFS Appendix B, PDS UFS Policy #3</td>
<td>Change</td>
<td>50% of original Building Permit Fee. See UFS Appendix B, PDS UFS Policy #3</td>
<td>Text Only: update description</td>
</tr>
<tr>
<td>8420</td>
<td>Building Permits $1,000,000 and up</td>
<td>$4,893.48</td>
<td>Change</td>
<td>$4,893.48</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8416</td>
<td>Building Permits $100,001 - $150,000</td>
<td>$829.38</td>
<td>Change</td>
<td>$829.38</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8417</td>
<td>Building Permits $150,001 - $250,000</td>
<td>$884.14</td>
<td>Change</td>
<td>$884.14</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8413</td>
<td>Building Permits $2,001 - $25,000</td>
<td>$54.57</td>
<td>Change</td>
<td>$54.57</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8414</td>
<td>Building Permits $25,001 - $50,000</td>
<td>$305.61</td>
<td>Change</td>
<td>$305.61</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
</tbody>
</table>
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Planning & Development Services

### Building Services

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<thead>
<tr>
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<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8418</td>
<td>Building Permits $250,001 - $500,000</td>
<td>$915.16</td>
<td>$915.16 base + $5.02 per $1,000 project valuation</td>
<td>Change</td>
<td>$915.16</td>
<td>$915.16 base + $5.02 per $1,000 project valuation TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8415</td>
<td>Building Permits $50,001 - $100,000</td>
<td>$527.83</td>
<td>$527.83 base + $5.73 per $1,000 project valuation</td>
<td>Change</td>
<td>$527.83</td>
<td>$527.83 base + $5.73 per $1,000 project valuation TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8419</td>
<td>Building Permits $500,001 - $1,000,000</td>
<td>$2,844.42</td>
<td>$2,844.42 base + $4.19 per $1,000 project valuation</td>
<td>Change</td>
<td>$2,844.42</td>
<td>$2,844.42 base + $4.19 per $1,000 project valuation TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8432</td>
<td>Building Permits Additional Plan Reviews</td>
<td>$110.00</td>
<td>Per hour or per valuation whichever is greater</td>
<td>Change</td>
<td>$120.00</td>
<td>Per hour or per valuation whichever is greater Hourly Rate Increase &amp; Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>9003</td>
<td>Building Permits Inspection After Hours</td>
<td>$220.00</td>
<td>Base + $110/hr over 2 hrs</td>
<td>Change</td>
<td>$240.00</td>
<td>Base + $120/hr over 2 hrs Hourly Rate Increase &amp; Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8412</td>
<td>Building Permits up to $2,000</td>
<td>$54.64</td>
<td>Flat Fee</td>
<td>Change</td>
<td>$54.64</td>
<td>Flat Fee TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8243</td>
<td>Building Plan Check Fee</td>
<td>$65.00</td>
<td>65% of Building Permit</td>
<td>Change</td>
<td>65% of Building Permit TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8434</td>
<td>Clearing Permit Application</td>
<td>$200.00</td>
<td>Per application for first 5 acres; $200 per each additional 5 acres</td>
<td>Delete</td>
<td>$200.00</td>
<td>Per application for first 5 acres; $200 per each additional 5 acres Fee is no longer used. Incorporated in the LDP Fee</td>
<td></td>
</tr>
<tr>
<td>8422</td>
<td>Construction Permit: Reduced Pre-Application Review</td>
<td>$250.00</td>
<td>$250 base up to 1.5 hours then $110/hr for each additional hour, See UFS Appendix B, PDS UFS Policy #78</td>
<td>Change</td>
<td>$250.00</td>
<td>$250 base up to 1.5 hours then $120/hr for each additional hour, See UFS Appendix B, PDS UFS Policy #78 Rate Basis Change</td>
<td></td>
</tr>
<tr>
<td>8366</td>
<td>Construction Permit: Pre-Application Review</td>
<td>$525.00</td>
<td>$525 base up to 1.5 hours then $110/hr</td>
<td>Change</td>
<td>$500.00</td>
<td>$500 base up to 1.5 hours then $120/hr Base Rate Change</td>
<td></td>
</tr>
<tr>
<td>2862</td>
<td>Demolition Permit Flat Rate (Residential Only)</td>
<td></td>
<td></td>
<td>New</td>
<td>$240.00</td>
<td>Per Application Provide a flat rate fee for Residential Demolition Permits</td>
<td></td>
</tr>
<tr>
<td>8401</td>
<td>Fire: Operational Permit</td>
<td>$110.00</td>
<td>Per Permit except Open Burning</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Permit except Open Burning Hourly Rate Increase &amp; Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>2875</td>
<td>FIRE: Additional Fire Safety Correction Inspections</td>
<td>$110.00</td>
<td>Per inspection-Second and/or more follow up inspections after firelife safety corrections were identified and required</td>
<td>Change</td>
<td>$120.00</td>
<td>Per inspection-Second and/or more follow up inspections after firelife safety corrections were identified and required Hourly Rate Increase &amp; Title 22 Added to Authority</td>
<td></td>
</tr>
</tbody>
</table>
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Building Services

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<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8388</td>
<td>Fire: Administrative / Miscellaneous Review - Residential</td>
<td>$55.00</td>
<td>Per Review, see UFS Appendix B, PDS UFS Policy #6</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Review, see UFS Appendix B, PDS UFS Policy #6</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8494</td>
<td>Fire: Administrative/Misc Review</td>
<td>$220.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$240.00</td>
<td>Per Application</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8490</td>
<td>Fire: After Hours Inspection</td>
<td>$220.00</td>
<td>Per Inspection, $240 base fee 1st 2 hours, then $120 for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>Per inspection, $240 base fee 1st 2 hours, then $120 for each additional hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8302</td>
<td>Fire: Assembly Education, Daycare: Places of Assembly Occupancy Inspections</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8376</td>
<td>Fire: Commercial Burn Permit</td>
<td>$110.00</td>
<td>Per Day Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Day Per Inspection</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8400</td>
<td>Fire: Fire Alarm System Inspection/Review Fire Alarm</td>
<td>7% of Valuation</td>
<td>Change</td>
<td>$120.00</td>
<td>7% of Valuation</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8387</td>
<td>Fire: Fire Flow Inspection and/or Fire Access Road Inspection</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>2842</td>
<td>FIRE: Fire Safety Correction Inspection</td>
<td>$55.00</td>
<td>Per Inspection-First follow up inspection after fire/life safety corrections were identified and required</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Inspection-First follow up inspection after fire/life safety corrections were identified and required</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8301</td>
<td>Fire: Fireworks Stands</td>
<td>$100.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$100.00</td>
<td>Per Permit</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8486</td>
<td>Fire: Flow Systems Inspections</td>
<td>$110.00</td>
<td>Per inspection, $110 base for 1 inspector, if 2 inspectors required fee is $110 for each</td>
<td>Change</td>
<td>$120.00</td>
<td>Per inspection, $120 base for 1 inspector, if 2 inspectors required fee is $120 for each</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8488</td>
<td>Fire: Flow Systems Review</td>
<td>$110.00</td>
<td>Per inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per inspection</td>
<td>Text only: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8492</td>
<td>Fire: Gates; Commercial Plan Review</td>
<td>$220.00</td>
<td>Per application</td>
<td>Change</td>
<td>$240.00</td>
<td>Per application</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8491</td>
<td>Fire: Gates, Residential Plan Review</td>
<td>$55.00</td>
<td>Per application</td>
<td>Change</td>
<td>$60.00</td>
<td>Per application</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8402</td>
<td>Fire: Out of Jurisdiction Fire Inspection or Investigation</td>
<td>$185.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$180.00</td>
<td>Base rate up to 1.5 hours, then $120 per hour</td>
<td>Hourly Rate Increase, rate basis change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8303</td>
<td>Fire: Plan Review (Includes out of Jurisdiction)</td>
<td>$220.00</td>
<td>$220 base up to 2 hours then $110/hr for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hours then $120/hr for each additional hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
</tbody>
</table>
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Planning & Development Services

#### Building Services

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
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<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8304</td>
<td>Fire: Public Fireworks Display Permit</td>
<td>$220.00</td>
<td>Base 2 hours, then $110 per hour each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>Base 2 hours, then $140 per hour each additional hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8375</td>
<td>Fire: Residential Burn Permit</td>
<td>$55.00</td>
<td>Per Permit, Per Week</td>
<td>Change</td>
<td>$60.00</td>
<td>Per Permit, Per Week</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8305</td>
<td>Fire: Special Inspections</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8385</td>
<td>Fire: Sprinkler System Plan Review (13-d)</td>
<td>$220.00</td>
<td>Per Review</td>
<td>Change</td>
<td>$240.00</td>
<td>Per Review</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8386</td>
<td>Fire: Sprinkler System Review/Inspection (All Other)</td>
<td>2% of project valuation</td>
<td>Change</td>
<td>2% of project valuation</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8487</td>
<td>Fire: Sprinkler Tenant Improvement less than 20 heads</td>
<td>5% of project value</td>
<td>Change</td>
<td>5% of project value</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8378</td>
<td>General Permit Administration</td>
<td>$110.00</td>
<td>Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8425</td>
<td>Mechanical Code: Air Handling Unit</td>
<td>$12.00</td>
<td>Per Unit, includes one inspection when separate form a building permit</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Unit, includes one inspection when separate form a building permit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8426</td>
<td>Mechanical Code: Solid Fuel Burning Appliance or Fireplace</td>
<td>$12.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8423</td>
<td>Mechanical Code: Supplemental Permit</td>
<td>$40.00</td>
<td>Per Permit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit, includes one inspection when separate from a building permit</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8306</td>
<td>Mechanical Code: Additional Plan Review</td>
<td>$110.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, 1/2 hour minimum</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8307</td>
<td>Mechanical Code: After Hours Inspection</td>
<td>$220.00</td>
<td>$220 base up to 2 hours then $110/hr for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hours then $120/hr for each additional hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
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## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

**Planning & Development Services**

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</thead>
<tbody>
<tr>
<td>8313</td>
<td>Mechanical Code: Appliance &gt; 100,000 BTU</td>
<td>$20.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$20.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate basis Change Title 22 Added to Authority</td>
</tr>
<tr>
<td>8312</td>
<td>Mechanical Code: Appliance Under 100,000 BTU</td>
<td>$16.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$16.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8327</td>
<td>Mechanical Code: Boiler Compressor over 3,300,000 BTU</td>
<td>$94.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$94.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8324</td>
<td>Mechanical Code: Boiler Compressor up to 1,165,000 BTU</td>
<td>$39.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$39.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8322</td>
<td>Mechanical Code: Boiler Compressor Up to 165,000 BTU</td>
<td>$16.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$16.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8325</td>
<td>Mechanical Code: Boiler Compressor up to 3,300,000 BTC</td>
<td>$57.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$57.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8323</td>
<td>Mechanical Code: Boiler/Compressor up to 330,000 BTU</td>
<td>$29.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$29.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8408</td>
<td>Mechanical Code: Commercial or Type 1 Hood</td>
<td></td>
<td>Fee per valuation, except when valuation is not available or reliable, then $110/hr. Fee per valuation equals the same amounts presented in UFS # 8412 - # 8420.</td>
<td>Change</td>
<td></td>
<td>Fee per valuation, except when valuation is not available or reliable, then $120/hr. Fee per valuation equals the same amounts presented in UFS # 8412 - # 8420.</td>
<td>Hourly Rate increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>9010</td>
<td>Mechanical Code: Complex Systems</td>
<td></td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>Change</td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
</tbody>
</table>
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Planning & Development Services

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</tr>
</thead>
<tbody>
<tr>
<td>8405</td>
<td>Mechanical Code: Gas Piping Residential/Accessory</td>
<td>$8.00</td>
<td>Per unit or outlet, includes one inspection per inspection category when not associated with a building permit</td>
<td>Change</td>
<td>$8.00</td>
<td>Per unit or outlet</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8406</td>
<td>Mechanical Code: Gas Piping/Commercial</td>
<td>$12.00</td>
<td>Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8404</td>
<td>Mechanical Code: Heat Pump/Mini-split</td>
<td>$12.00</td>
<td>Per Unit, fee includes one inspection per inspection category</td>
<td>Change</td>
<td>$12.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8427</td>
<td>Mechanical Code: Heating Fuel Tanks</td>
<td>$12.00</td>
<td>Per unit; includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$12.00</td>
<td>Per unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8308</td>
<td>Mechanical Code: Inspections Other</td>
<td>$110.00</td>
<td>Per Hour, one hour minimum</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, one hour minimum</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8309</td>
<td>Mechanical Code: Other Equipment Reg</td>
<td>$15.00</td>
<td>Per Appliance/Tank, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$15.00</td>
<td>Per Appliance/Tank</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8310</td>
<td>Mechanical Code: Permits</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)</td>
<td>TEXT ONLY: Rate Basis Clarification &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8407</td>
<td>Mechanical Code: Propane Tank</td>
<td>$16.00</td>
<td>Per Unit; includes one inspection</td>
<td>Change</td>
<td>$16.00</td>
<td>Per Unit; includes one inspection</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8311</td>
<td>Mechanical Code: Re-inspection</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
</tbody>
</table>
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Planning & Development Services

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<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8424</td>
<td>Mechanical Code: Simple Appliance or Vent</td>
<td>$10.00</td>
<td>Per Unit; includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8332</td>
<td>Mobile Home Double Wide Permit Fee (Park)</td>
<td>$440.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$440.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8333</td>
<td>Mobile Home Double Wide Permit Fee (Residential Lot)</td>
<td>$550.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$550.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8331</td>
<td>Mobile Home Double Wide PrePlan CK (Park)</td>
<td>$110.00</td>
<td>Per Double Wide</td>
<td>Delete</td>
<td>$120.00</td>
<td>Per Double Wide</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
</tr>
<tr>
<td>8329</td>
<td>Mobile Home Double Wide PrePlan Deposit (Residential Lot)</td>
<td>$150.00</td>
<td>Per Double Wide</td>
<td>Delete</td>
<td>$150.00</td>
<td>Per Double Wide</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
</tr>
<tr>
<td>8389</td>
<td>Mobile Home Plan Review Fee</td>
<td>$110.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Application</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8392</td>
<td>Mobile Home Quadruple Wide Permit Fee (Park)</td>
<td>$660.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$660.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8393</td>
<td>Mobile Home Quadruple Wide Permit Fee (Residential)</td>
<td>$770.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$770.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8391</td>
<td>Mobile Home Quadruple Wide PrePlan (Park Lot)</td>
<td>$175.00</td>
<td>Per Mobile Home</td>
<td>Change</td>
<td>$175.00</td>
<td>Per Mobile Home</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8390</td>
<td>Mobile Home Quadruple Wide PrePlan Deposit (Residential Lot)</td>
<td>$225.00</td>
<td>Per Mobile Home</td>
<td>Delete</td>
<td>$225.00</td>
<td>Per Mobile Home</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
</tr>
<tr>
<td>8334</td>
<td>Mobile Home Reinspection</td>
<td>$110.00</td>
<td>Per Hour</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8338</td>
<td>Mobile Home Single Wide Permit Fee (Park)</td>
<td>$275.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$275.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8340</td>
<td>Mobile Home Single Wide Permit Fee (Residential Lot)</td>
<td>$385.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$385.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8336</td>
<td>Mobile Home Single Wide PrePlan Deposit (Park)</td>
<td>$100.00</td>
<td>Per Single Wide Mobile Home</td>
<td>Delete</td>
<td>$100.00</td>
<td>Per Single Wide Mobile Home</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
</tr>
<tr>
<td>8335</td>
<td>Mobile Home Single Wide PrePlan Deposit (Residential Lot)</td>
<td>$125.00</td>
<td>Per Single Wide Mobile Home</td>
<td>Delete</td>
<td>$125.00</td>
<td>Per Single Wide Mobile Home</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
</tr>
<tr>
<td>8345</td>
<td>Mobile Home Triple Wide Permit Fee (Park)</td>
<td>$550.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$550.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8346</td>
<td>Mobile Home Triple Wide Permit Fee (Residential Lot)</td>
<td>$660.00</td>
<td>Per Story</td>
<td>Change</td>
<td>$660.00</td>
<td>Per Story</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8344</td>
<td>Mobile Home Triple Wide PrePlan Deposit (Park)</td>
<td>$150.00</td>
<td>Per Triple Wide Mobile Home</td>
<td>Delete</td>
<td>$150.00</td>
<td>Per Triple Wide Mobile Home</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
</tr>
<tr>
<td>8342</td>
<td>Mobile Home Triple Wide PrePlan Deposit (Residential Lot)</td>
<td>$200.00</td>
<td>Per Triple Wide Mobile Home</td>
<td>Delete</td>
<td>$200.00</td>
<td>Per Triple Wide Mobile Home</td>
<td>Separate UFS for a deposit fee is unnecessary. The deposit collected is applied to final fees due on permit. The actual fees due are in the UFS already.</td>
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</tr>
</thead>
<tbody>
<tr>
<td>8374</td>
<td>Moved House Inspection</td>
<td>$220.00</td>
<td>$220 base up to 1 hour then $110/hr for each additional hour</td>
<td>Delete</td>
<td>$240.00</td>
<td>$240 base up to 1 hour then $120/hr for each additional hour</td>
<td>Fee no longer used. Moved house process revised</td>
</tr>
<tr>
<td>8377</td>
<td>Occupancy Permit: Commercial. Change of Use/Tenant Improvement - No Value Project</td>
<td></td>
<td>Project Valuation + Fees</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 Base up to 1 hour, then $120 per hour for additional time</td>
<td>Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8397</td>
<td>Plumbing Sewage Ejector Inspection</td>
<td>$110.00</td>
<td>$110 Base up to 1 hour then $110/hr for each additional hour</td>
<td>Change</td>
<td>$120.00</td>
<td>$120 Base up to 1 hour, then $120/hr for each additional hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8348</td>
<td>Plumbing: After Hours Inspection</td>
<td>$220.00</td>
<td>$220 base up to 2 hour then $110/hr for each additional hour</td>
<td>Change</td>
<td>$240.00</td>
<td>$240 base up to 2 hour then $120/hr for each additional hour</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8353</td>
<td>Plumbing: Backflow Protective Device</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8349</td>
<td>Plumbing: Complex Systems</td>
<td></td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>Change</td>
<td>Per UFS Appendix B, PDS UFS Policy #9</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
<td></td>
</tr>
<tr>
<td>8358</td>
<td>Plumbing: Down Spout Commercial</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8355</td>
<td>Plumbing: Drain</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8356</td>
<td>Plumbing: Fixture</td>
<td>$10.00</td>
<td>Per Unit, Includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8359</td>
<td>Plumbing: Grease Interceptor</td>
<td>$110.00</td>
<td>$110 base up to 1 hour then $110/hr + $12.00 per unit</td>
<td>Change</td>
<td>$120.00</td>
<td>$120 base up to 1 hour then $120/hr + $12.00 per unit</td>
<td>Hourly rate increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8398</td>
<td>Plumbing: Hydronic System</td>
<td>$110.00</td>
<td>$110 base up to 1 hour then $110/hr for each additional hour + $12 per hydronic system</td>
<td>Change</td>
<td>$60.00</td>
<td>Per System</td>
<td>Adjustment of fee to reflect reduced review time and change rate basis. Also Title 22 Added to Authority</td>
</tr>
</tbody>
</table>

Tuesday, November 06, 2018
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Building Services

<table>
<thead>
<tr>
<th>UF#</th>
<th>Description</th>
<th>2018 Rate</th>
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<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8361</td>
<td>Plumbing: Large Backflow Preventor Device</td>
<td>$15.00</td>
<td>Per Unit + $110/hr over one hour</td>
<td>Change</td>
<td>$15.00</td>
<td>Per Unit + $120/hr over one hour</td>
<td>Rate Basis Change due to Title 22 Added to Authority</td>
</tr>
<tr>
<td>8354</td>
<td>Plumbing: Lawn Sprinkler System</td>
<td>$10.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8350</td>
<td>Plumbing: Permit</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit--includes 1 inspection when not associated with a building permit (Plumbing Permit)</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8351</td>
<td>Plumbing: Permit Supplemental</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per Permit</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8347</td>
<td>Plumbing: Plan Review, Additional Plan Review</td>
<td>$110.00</td>
<td>Per Hour, one hour minimum</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Hour, one hour minimum</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8352</td>
<td>Plumbing: Reinspection</td>
<td>$110.00</td>
<td>Per Inspection</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8362</td>
<td>Plumbing: Sewer</td>
<td>$15.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$15.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8357</td>
<td>Plumbing: Water Heater</td>
<td>$10.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8360</td>
<td>Plumbing, Water Treatment Equipment Residential</td>
<td>$10.00</td>
<td>Per Unit, includes one inspection when separate from a building permit</td>
<td>Change</td>
<td>$10.00</td>
<td>Per Unit</td>
<td>TEXT ONLY: Rate Basis Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8428</td>
<td>Records / Archiving</td>
<td>$25.00</td>
<td>Per Case except Mechanical, Plumbing &amp; Burn</td>
<td>Delete</td>
<td>$25.00</td>
<td>Per Case except Mechanical, Plumbing &amp; Burn</td>
<td>This fee is being deleted because we are implementing a new Permit System and the records will be digital.</td>
</tr>
<tr>
<td>2883</td>
<td>Small Project Flat Rate (Residential Only)</td>
<td>$120.00</td>
<td>Per Application--Residential re-roof, window replacement &amp; siding replacement Only</td>
<td>New</td>
<td>$120.00</td>
<td>Per Application--Residential re-roof, window replacement &amp; siding replacement Only</td>
<td>Provide a flat rate fee for Residential Small Project Permits</td>
</tr>
</tbody>
</table>

---

Tuesday, November 06, 2018
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Planning & Development Services

### Building Services

<table>
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<tr>
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<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8421</td>
<td>Special Inspection</td>
<td>$110.00</td>
<td>Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8496</td>
<td>Specialty Systems Review/Inspection</td>
<td></td>
<td>2% of project Valuation</td>
<td>Change</td>
<td>$120.00</td>
<td>2% of project Valuation</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8389</td>
<td>Title Eliminations (Mobile Homes)</td>
<td>$110.00</td>
<td>$110 per hour per application, minimum 1/2 hour</td>
<td>Change</td>
<td>$120.00</td>
<td>$120 per hour per application, minimum 1/2 hour</td>
<td>Hourly Rate Increase</td>
</tr>
</tbody>
</table>

## Natural Resources

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>8445</td>
<td>Administrative Review of Shoreline Conditional Use Permits</td>
<td>$880.00</td>
<td>per application</td>
<td>Change</td>
<td>$975.00</td>
<td>per application</td>
<td>Rate Change, Rate Basis Change &amp; Authority updated</td>
</tr>
<tr>
<td>9007</td>
<td>Archeology Review</td>
<td>$110.00</td>
<td>Per Review outside of Shorelines</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Review outside of Shorelines</td>
<td>Hourly Rate Increase &amp; Authority Updated</td>
</tr>
<tr>
<td>8244</td>
<td>Clearing: Conversion Option Harvest Plan</td>
<td>$575.00</td>
<td>per application</td>
<td>Change</td>
<td>$630.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority updated</td>
</tr>
<tr>
<td>8435</td>
<td>Critical Area (CA) Variance/ Reasonable Use Type III</td>
<td>$2,300.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,750.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority updated</td>
</tr>
<tr>
<td>9026</td>
<td>Geohazard Mitigation Review (Non-Vegetation)</td>
<td>$165.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$180.00</td>
<td>Per Application</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8268</td>
<td>Grading/Clearing Application</td>
<td>$575.00</td>
<td>$525 up to 10,000 cubic yds then $110 each additional 10,000 cubic yds or up to 5 acres of clearing then $110 each additional 5 acres per application</td>
<td>Change</td>
<td>$300.00</td>
<td>$300 up to 10,000 cubic yds then $120 each additional 10,000 cubic yds or up to 5 acres of clearing then $120 each additional 5 acres per application</td>
<td>Rate Basis Change, hourly rate change &amp; Authority updated</td>
</tr>
<tr>
<td>8263</td>
<td>Gravel Mining Administrative Approvals</td>
<td>$925.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,010.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8252</td>
<td>Gravel Mining Fee - Active</td>
<td>$480.00</td>
<td>$480 base rate up to 10-acres of disturbed area then $42 per acre up to $1,200 per application</td>
<td>Change</td>
<td>$520.00</td>
<td>$520 base rate up to 10-acres of disturbed area then $45 per acre up to $1,300 per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8253</td>
<td>Gravel Mining Fee - Inactive</td>
<td>$305.00</td>
<td>$305 Base up to 10 acres then $42 an acre up to $900</td>
<td>Change</td>
<td>$335.00</td>
<td>$335 Base up to 10 acres then $45 an acre up to $975.00</td>
<td>Rate change, Rate basis change &amp; Authority Updated</td>
</tr>
</tbody>
</table>
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Natural Resources

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<tr>
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<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>2901</td>
<td>Mitigation As Built Inspection</td>
<td></td>
<td></td>
<td>New</td>
<td>$120.00</td>
<td>Per Inspection</td>
<td>UFS Fee 2773 was a combined fee that has been split into two parts: 2773 Mitigation Monitoring and 2901 Mitigation As-Built Inspection &amp; Authority updated</td>
</tr>
<tr>
<td>2773</td>
<td>Mitigation Monitoring</td>
<td>$695.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$640.00</td>
<td>Per Application</td>
<td>Rate Change, combined fee split into two parts: 2773 Mitigation Monitoring and 2901 Mitigation As-Built Inspection &amp; Authority updated</td>
</tr>
<tr>
<td>2771</td>
<td>Mitigation Plan Review</td>
<td>$345.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$375.00</td>
<td>Per Application</td>
<td>Rate Change &amp; Authority updated</td>
</tr>
<tr>
<td>8246</td>
<td>Natural Resource Site inspection, Grading, CPAL Compliance, Stormwater</td>
<td>$220.00</td>
<td>per inspection</td>
<td>Change</td>
<td>$240.00</td>
<td>per inspection</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8247</td>
<td>Natural Resource Wetland Delineation Review, Technical Report Review, Pre Development Site Plan Review</td>
<td>$345.00</td>
<td>per application</td>
<td>Change</td>
<td>$375.00</td>
<td>per review, each technical report</td>
<td>Description change, rate change, rate basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>9012</td>
<td>Natural Resources Counter Review</td>
<td>$55.00</td>
<td>per counter review, 30 minutes or less</td>
<td>Change</td>
<td>$60.00</td>
<td>per counter review</td>
<td>Hourly Rate Increase, Rate basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>8245</td>
<td>Natural Resources Office Review/Wetland Reconnaissance Review</td>
<td>$220.00</td>
<td>per permit</td>
<td>Change</td>
<td>$240.00</td>
<td>per permit</td>
<td>Rate Change, Description Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8441</td>
<td>Notification of Activity/Tree Removal</td>
<td>$35.00</td>
<td>Per notification/permit</td>
<td>Change</td>
<td>$40.00</td>
<td>Per notification/permit</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8497</td>
<td>NR Assessment without NR Delineation review</td>
<td>$460.00</td>
<td>Per Application, includes office review &amp; NR site inspection</td>
<td>Delete</td>
<td>$460.00</td>
<td>Per Application, includes office review &amp; NR site inspection</td>
<td>Fee deleted—no longer needed with restructured fees</td>
</tr>
<tr>
<td>8496</td>
<td>NR Assessment/Residential Site Plan Review</td>
<td>$575.00</td>
<td>Per Application, includes office review &amp; NR site inspection</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Application</td>
<td>Rate Change, Rate Basis Change &amp; Authority updated</td>
</tr>
<tr>
<td>8270</td>
<td>NR Setback, Watershed/Stormwater Development Inspections (TESC, stormwater facilities, pervious surface, CAO &amp; Shoreline setback)</td>
<td>$115.00</td>
<td>Per inspection, (TESC, Stormwater, Facilities, base material for pervious surfaces)</td>
<td>Change</td>
<td>$120.00</td>
<td>Per inspection</td>
<td>Description Change, Rate change, Rate basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>2644</td>
<td>NR Staff Wetland Delineation Special Procedure (Single Family Residence Only)</td>
<td>$575.00</td>
<td>$575.00 up to 4 hours then $110 each additional hour</td>
<td>Change</td>
<td>$630.00</td>
<td>$630.00 up to 4 hours then $120 each additional hour</td>
<td>Rate change, Rate basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>9018</td>
<td>Permit Revision</td>
<td></td>
<td></td>
<td>Delete</td>
<td></td>
<td></td>
<td>Fee deleted—no longer needed with restructured fees &amp; Title 22 changes.</td>
</tr>
<tr>
<td>8251</td>
<td>Pre Application Meeting/Development Consultation</td>
<td>$575.00</td>
<td>Per Application</td>
<td>Delete</td>
<td>$575.00</td>
<td>Per Application</td>
<td>Fee deleted—no longer needed with restructured fees &amp; Title 22 changes.</td>
</tr>
<tr>
<td>2684</td>
<td>Pre-Construction Meeting</td>
<td></td>
<td></td>
<td>New</td>
<td>$120.00</td>
<td>per request, up to 1 hour, $120 each additional hour</td>
<td>Updated Fee structure</td>
</tr>
<tr>
<td>2885</td>
<td>Reasonable Use Type II</td>
<td></td>
<td></td>
<td>New</td>
<td>$1,440.00</td>
<td>Per application</td>
<td>Fee Structure update—Title 22</td>
</tr>
</tbody>
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Tuesday, November 06, 2018
## 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

### Planning & Development Services

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</thead>
<tbody>
<tr>
<td>2774</td>
<td>Shoreline Permit Extension Request</td>
<td>$110.00</td>
<td>Per Extension Request</td>
<td>Delete</td>
<td>$110.00</td>
<td>Per Extension Request</td>
<td>Fee no longer needed due to Title 22 Changes.</td>
</tr>
<tr>
<td>8258</td>
<td>Shoreline Substantial Development Value Adjustment</td>
<td>$4,040.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,320.00</td>
<td>per application</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>2886</td>
<td>Shoreline Substantial Type III</td>
<td></td>
<td>New</td>
<td></td>
<td>$2,910.00</td>
<td>Per application</td>
<td>Fee Structure update--Title 22</td>
</tr>
<tr>
<td>8254</td>
<td>Shoreline: Conditional Use Permit</td>
<td>$2,300.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$3,240.00</td>
<td>Per Application</td>
<td>Rate Change, Rate basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>8265</td>
<td>Shoreline: Permit Revision</td>
<td>$220 or 25% of Shoreline Permit Fee; whichever is greater</td>
<td>Delete</td>
<td>$220 or 25% of Shoreline Permit Fee; whichever is greater</td>
<td>Delete</td>
<td>$220 or 25% of Shoreline Permit Fee; whichever is greater</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes.</td>
</tr>
<tr>
<td>8266</td>
<td>Shoreline: Statement of Shoreline Exemption</td>
<td>$410.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8280</td>
<td>Shoreline: Substantial Development Permit - Type II</td>
<td>$1,730.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,950.00</td>
<td>per application</td>
<td>Description change, rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8257</td>
<td>Shoreline: Substantial Development Value Adjustment $1,000,001+</td>
<td>$7,500.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,989.00</td>
<td>$2989 Base then $490 for each additional $1,000,000 in value</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8259</td>
<td>Shoreline: Substantial Development Value Adjustment $50,001 to $250,000</td>
<td>$2,665.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,365.00</td>
<td>per application</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8261</td>
<td>Shoreline: Variance</td>
<td>$3,465.00</td>
<td>per application</td>
<td>Change</td>
<td>$4,020.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8249</td>
<td>Six-Year Moratorium Removal (Public Hearing)</td>
<td>$1,210.00</td>
<td>per application</td>
<td>Delete</td>
<td>$1,210.00</td>
<td>per application</td>
<td>Fee deleted. Fee is no longer applicable.</td>
</tr>
<tr>
<td>8262</td>
<td>Six-Year Moratorium Removal (SFR Exception)</td>
<td>$695.00</td>
<td>per application</td>
<td>Delete</td>
<td>$695.00</td>
<td>per application</td>
<td>Fee deleted--no longer applicable.</td>
</tr>
</tbody>
</table>

#### Planning

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<th>Reason</th>
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<tr>
<td>8438</td>
<td>Comprehensive Plan and/or Development Regulation Docketing Fee</td>
<td>$405.00</td>
<td>Per application</td>
<td>Change</td>
<td>$405.00</td>
<td>Per application</td>
<td>Description Change &amp; Authority Updated</td>
</tr>
<tr>
<td>2879</td>
<td>Density Credit</td>
<td>$4,000.00</td>
<td>per dwelling</td>
<td>Change</td>
<td>$4,000.00</td>
<td>per dwelling</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>8275</td>
<td>Docketed Comprehensive Plan and/or Development Regulation Amendment Application Fee</td>
<td>$8,800.00</td>
<td>per application</td>
<td>Change</td>
<td>$8,800.00</td>
<td>per application unless waived by County Council</td>
<td>Description Change, Rate Basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>8271</td>
<td>Exemption / Legal Lot Stamp</td>
<td>$140.00</td>
<td>Per Lot of Record Determination prior to 2011</td>
<td>Delete</td>
<td>$140.00</td>
<td>Per Lot of Record Determination prior to 2011</td>
<td>Fee deleted--no longer applicable/</td>
</tr>
<tr>
<td>9025</td>
<td>Legal Notice</td>
<td>$110.00</td>
<td>per application</td>
<td>Change</td>
<td>$120.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8440</td>
<td>LSS/BSP Subdivision Alteration</td>
<td>$1,150.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,225.00</td>
<td>per application</td>
<td>Description Change, Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8272</td>
<td>Major Project Permit</td>
<td>$8,800.00</td>
<td>$8800 base + $110/hour after 80 hours(For Hearing Examiner costs see Council UFS)</td>
<td>Change</td>
<td>$9,600.00</td>
<td>$9,600 base + $120/hour after 80 hours(For Hearing Examiner costs see Council UFS)</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
</tbody>
</table>

---

425 Tuesday, November 06, 2018
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Planning & Development Services

### Planning

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>2896</td>
<td>Major Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan</td>
<td>$110.00</td>
<td>per application</td>
<td>New</td>
<td>$240.00</td>
<td>$240 Base rate up to 2 hours, then hourly rate of $120</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>8500</td>
<td>Marijuana Waiver-set back</td>
<td>$120.00</td>
<td>per application</td>
<td>Change</td>
<td>$640.00</td>
<td>per application</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>2897</td>
<td>Minor Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan</td>
<td>$465.00</td>
<td>per application</td>
<td>Delete</td>
<td>$465.00</td>
<td>per application</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>8299</td>
<td>Nonconforming Structures Replacement After Natural Disaster</td>
<td>$290.00</td>
<td>per application</td>
<td>Delete</td>
<td>$290.00</td>
<td>per application</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes</td>
</tr>
<tr>
<td>8300</td>
<td>Permit Extension or Revision (ADM OR CUP)</td>
<td>$290.00</td>
<td>per application</td>
<td>Delete</td>
<td>$290.00</td>
<td>per application</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes</td>
</tr>
<tr>
<td>2824</td>
<td>Planned Unit Development - Certificate of Completion</td>
<td>$1,255.00</td>
<td>Per Application</td>
<td>Change</td>
<td>$3,150.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>2874</td>
<td>Planned Unit Development - Commercial and Residential</td>
<td>$2,885.00</td>
<td>per application</td>
<td>Change</td>
<td>$500.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>9023</td>
<td>Pre Application Meeting / Development Consultation</td>
<td>$220.00</td>
<td>per application</td>
<td>Change</td>
<td>$220.00</td>
<td>per application</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes</td>
</tr>
<tr>
<td>8486</td>
<td>Public Notification Fee</td>
<td>$110.00</td>
<td>Per application/ review</td>
<td>Delete</td>
<td>$110.00</td>
<td>Per application/ review</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes</td>
</tr>
<tr>
<td>8498</td>
<td>Repeat Review for ADM, CUP, Variance</td>
<td>$220.00</td>
<td>Per Hour, base rate for 2 hours, $110/hour/ for each additional hour</td>
<td>Delete</td>
<td>$220.00</td>
<td>Per Hour, base rate for 2 hours, $110/hour/ for each additional hour</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes</td>
</tr>
<tr>
<td>2846</td>
<td>Rural Density Determination</td>
<td>$220.00</td>
<td>Per application</td>
<td>Change</td>
<td>$224.00</td>
<td>Per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8276</td>
<td>SEPA Checklist</td>
<td>$400.00</td>
<td>per application</td>
<td>Change</td>
<td>$440.00</td>
<td>per application</td>
<td>Rate Change &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8277</td>
<td>SEPA EIS Review</td>
<td>$2,885.00</td>
<td>$2885 base + $110/hour after 20 hours</td>
<td>Change</td>
<td>$3,150.00</td>
<td>$3.150 base + $120/hour after 20 hours</td>
<td>Rate change, Rate basis change &amp; Authority Updated</td>
</tr>
<tr>
<td>8268</td>
<td>Subdivision Variance, Hearing Examiner</td>
<td>$2,300.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,750.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>9022</td>
<td>Subdivision: Repeat Review Fee</td>
<td>$550.00</td>
<td>per application</td>
<td>Change</td>
<td>$550.00</td>
<td>per application</td>
<td>Fee deleted--no longer needed with restructured fees &amp; Title 22 changes</td>
</tr>
<tr>
<td>8286</td>
<td>Subdivision: Binding Site Plan General and/or Specific</td>
<td>$1,255.00</td>
<td>per application</td>
<td>Delete</td>
<td>$1,255.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8280</td>
<td>Subdivision: Exemption Review</td>
<td>$900.00</td>
<td>per application includes exemption stamp</td>
<td>Change</td>
<td>$900.00</td>
<td>per application includes exemption stamp</td>
<td>Rate Change &amp; Rate Basis Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8282</td>
<td>Subdivision: Final Short Plat or Subdivision Plat</td>
<td>$1,150.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,255.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
</tbody>
</table>
## Planning & Development Services

### Planning

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8281</td>
<td>Subdivision: Lot of Record/Lot Consolidation Determination</td>
<td>$440.00</td>
<td>$440 per application. Review for up to 4 lots, $110 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.</td>
<td>Change</td>
<td>$480.00</td>
<td>$480 per application. Review for up to 4 lots, $120 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.</td>
<td>Rate Change, Rate basis update &amp; Authority Updated</td>
</tr>
<tr>
<td>9020</td>
<td>Subdivision: Preliminary Long Plat, Binding Site Plan (per lot)</td>
<td>$110.00</td>
<td>Per Lot</td>
<td>Change</td>
<td>$120.00</td>
<td>Per Lot</td>
<td>Description Change, Rate change &amp; Authority Updated</td>
</tr>
<tr>
<td>8283</td>
<td>Subdivision: Preliminary Plat, Binding Site Plan, Preliminary</td>
<td>$5,775.00</td>
<td>per application</td>
<td>Change</td>
<td>$6,540.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8284</td>
<td>Subdivision: Short Plat</td>
<td>$2,885.00</td>
<td>per application</td>
<td>Change</td>
<td>$3,390.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8278</td>
<td>Subdivision: Short Plat Alteration</td>
<td>$575.00</td>
<td>per application</td>
<td>Change</td>
<td>$630.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8287</td>
<td>Subdivision: Variance, Administrative</td>
<td>$1,150.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,255.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8503</td>
<td>Transfer of Development Rights Application</td>
<td>$220.00</td>
<td>Per Application based on 2 hours of staff time</td>
<td>Change</td>
<td>$240.00</td>
<td>Per Application based on 2 hours of staff time</td>
<td>Hourly Rate Increase &amp; Title 22 Added to Authority</td>
</tr>
<tr>
<td>8294</td>
<td>Transfer of Development Rights Certification</td>
<td>$150.00</td>
<td>per application</td>
<td>Change</td>
<td>$150.00</td>
<td>per application</td>
<td>TEXT ONLY: Title 22 Added to Authority</td>
</tr>
<tr>
<td>2664</td>
<td>Type I &amp; Type II Extension Request</td>
<td>New</td>
<td>per request</td>
<td></td>
<td>$120.00</td>
<td>per request</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2667</td>
<td>Type I Resubmittal</td>
<td>New</td>
<td>per submittal or NOAR</td>
<td></td>
<td>$120.00</td>
<td>per submittal or NOAR</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2668</td>
<td>Type II Resubmittal</td>
<td>New</td>
<td>per submittal or NOAR</td>
<td></td>
<td>$240.00</td>
<td>per submittal or NOAR</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2661</td>
<td>Type II Revision</td>
<td>New</td>
<td>per application</td>
<td></td>
<td>$240.00</td>
<td>per application</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2665</td>
<td>Type III &amp; Type IV Extension Request</td>
<td>New</td>
<td>per request</td>
<td></td>
<td>$240.00</td>
<td>per request</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2669</td>
<td>Type III Resubmittal</td>
<td>New</td>
<td>per submittal or NOAR</td>
<td></td>
<td>$480.00</td>
<td>per submittal or NOAR</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2682</td>
<td>Type III Revision</td>
<td>New</td>
<td>per application</td>
<td></td>
<td>$480.00</td>
<td>per application</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2890</td>
<td>Type IV Resubmittal</td>
<td>New</td>
<td>per submittal or NOAR</td>
<td></td>
<td>$640.00</td>
<td>per submittal or NOAR</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2893</td>
<td>Type IV Revision</td>
<td>New</td>
<td>per application</td>
<td></td>
<td>$640.00</td>
<td>per application</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>2698</td>
<td>Zoning Interpretation</td>
<td>New</td>
<td>per application</td>
<td></td>
<td>$240.00</td>
<td>per application</td>
<td>Updated fee structure to align with the passage of WCC Title 22</td>
</tr>
<tr>
<td>8288</td>
<td>Zoning: Administrative Approval</td>
<td>$925.00</td>
<td>per application</td>
<td>Change</td>
<td>$1,440.00</td>
<td>per application</td>
<td>Rate Change, Rate Basis Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8290</td>
<td>Zoning: Conditional Use</td>
<td>$2,300.00</td>
<td>per application</td>
<td>Change</td>
<td>$3,240.00</td>
<td>per application</td>
<td>Rate Change, Rate Basis Change &amp; Authority Updated</td>
</tr>
</tbody>
</table>
# 2019 Unified Fee Schedule Proposed Additions, Changes and Deletions

## Planning & Development Services

### Planning

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
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<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>8291</td>
<td>Zoning: Non-Conforming Use Certificate</td>
<td>$575.00</td>
<td>per application</td>
<td>Change</td>
<td>$630.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
<tr>
<td>8292</td>
<td>Zoning: Variance</td>
<td>$2,300.00</td>
<td>per application</td>
<td>Change</td>
<td>$2,750.00</td>
<td>per application</td>
<td>Rate Change &amp; Authority Updated</td>
</tr>
</tbody>
</table>

### Public Works

#### Administration

| 2912 | 3% Technology Fee - Public Works | New | Per Permit/Application 3% charged on total permit/application fees due | 3% Technology Fee will pay for ongoing maintenance of the Permit System |

#### Engineering Admin

<table>
<thead>
<tr>
<th>2418</th>
<th>Repeat Review</th>
<th>$100.00</th>
<th>per hour</th>
<th>Change</th>
<th>$120.00</th>
<th>per hour</th>
<th>Increasing Payroll Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2419</td>
<td>Rsrch Ttl/SrvtEng Firms</td>
<td>$100.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>Increasing Payroll Costs</td>
</tr>
</tbody>
</table>

#### Engineering Development

<table>
<thead>
<tr>
<th>7166</th>
<th>Site visit</th>
<th>$110.00</th>
<th>per hour, including travel time</th>
<th>Change</th>
<th>$120.00</th>
<th>per hour, including travel time</th>
<th>Increasing Payroll Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>7167</td>
<td>Stormwater management review</td>
<td>$110.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>Increasing Payroll Costs</td>
</tr>
<tr>
<td>2874</td>
<td>Subdivision, Short Subdivision, Planned Unit Development, General Binding Site Plan, or Specific Binding Site Plan amendment, alteration, modification, and/or vacation processing</td>
<td>$110.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>Increasing Payroll Costs</td>
</tr>
<tr>
<td>7166</td>
<td>Technical services and review</td>
<td>$110.00</td>
<td>per hour, See Addendum</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour, See Addendum</td>
<td>Increasing Payroll Costs</td>
</tr>
<tr>
<td>7173</td>
<td>Traffic review</td>
<td>$110.00</td>
<td>per hour</td>
<td>Change</td>
<td>$120.00</td>
<td>per hour</td>
<td>Increasing Payroll Costs</td>
</tr>
</tbody>
</table>

### Flood Control Zone District

<table>
<thead>
<tr>
<th>2727</th>
<th>Flood: Data requests</th>
<th>$110.00</th>
<th>Per Hour, Minimum charge is for 1/2 hour</th>
<th>Change</th>
<th>$120.00</th>
<th>Per Hour, Minimum charge is for 1/2 hour</th>
<th>Increasing Payroll Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2781</td>
<td>Flood: Flood Building Permits</td>
<td>$220.00</td>
<td>Per Review</td>
<td>Change</td>
<td>$240.00</td>
<td>Per Review</td>
<td>Increasing Payroll Costs</td>
</tr>
<tr>
<td>2780</td>
<td>Flood: Flood Review Non Bldg Permit</td>
<td>$110.00</td>
<td>Per review</td>
<td>Change</td>
<td>$120.00</td>
<td>Per review</td>
<td>Increasing Payroll Costs</td>
</tr>
</tbody>
</table>

### Sheriff

#### Emergency Management

| 2566 | CERT Program Fee                 | $25.00   | Per Student                              | Change | $50.00   | Per Student, Sheriff may charge sliding scale or waive fee. CERT kit items (e.g., backpack, safety vest, safety glasses, sprain/limb/wound kits, survival blanket, etc) @ ~$45/student. Class training materials (e.g., disposable gloves, moulage supplies, etc) @ ~$5/student. |
|------|----------------------------------|----------|------------------------------------------|--------|----------|------------------------------------------|--------------------------|
| 2669 | WCSO-DEM Emergency Management Events of Significance Services - fee for Non Emergency Management Council Members | $75.00   | Per Hour, 4-hour minimum                  | Change | $75.00   | Per Hour, 4-hour minimum                  | Replace "Non Member Fee" with "fee for Non Emergency Management Council Members." |

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**Tuesday, November 06, 2018**
## Sheriff

### Emergency Management

<table>
<thead>
<tr>
<th>UFS#</th>
<th>Description</th>
<th>2018 Rate</th>
<th>Rate Basis</th>
<th>Action</th>
<th>2019 Rate</th>
<th>Rate Basis</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>2866</td>
<td>WCSO-DEM Emergency Management Exercise Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Replace &quot;Non Member Fee&quot; with &quot;fee for Non Emergency Management Council Members.&quot;</td>
</tr>
<tr>
<td>2866</td>
<td>WCSO-DEM Emergency Management Planning Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Replace &quot;Non Member Fee&quot; with &quot;fee for Non Emergency Management Council Members.&quot;</td>
</tr>
<tr>
<td>2870</td>
<td>WCSO-DEM Emergency Management Response Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Replace &quot;Non Member Fee&quot; with &quot;fee for Non Emergency Management Council Members.&quot;</td>
</tr>
<tr>
<td>2867</td>
<td>WCSO-DEM Emergency Management Training Services - fee for Non Emergency Management Council Members.</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
<td>$75.00</td>
<td>Per Hour minimum</td>
<td>Replace &quot;Non Member Fee&quot; with &quot;fee for Non Emergency Management Council Members.&quot;</td>
</tr>
<tr>
<td>2871</td>
<td>WCSO-DEM Satellite Communications Services - fee for Non Emergency Management Council Members.</td>
<td>$100.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
<td>$100.00</td>
<td>Per Hour minimum</td>
<td>Change description to more accurately reflect that the service provided is satellite communications. Replace &quot;Non Member Fee&quot; with &quot;fee for Non Emergency Management Council Members.&quot;</td>
</tr>
<tr>
<td>2872</td>
<td>Whatcom Unified Emergency Coordination Center Additional Parking Rental</td>
<td>$300.00</td>
<td>Per Day Daily rental; no hourly rates apply</td>
<td>Change</td>
<td>$300.00</td>
<td>Per Day Daily rental; no hourly rates apply</td>
<td>This fee is applicable to all users. The Port of Bellingham charges $250/per day. $50 administrative fee for DEM to handle additional coordination.</td>
</tr>
<tr>
<td>2862</td>
<td>Whatcom Unified Emergency Coordination Center Full Facility Rental</td>
<td>$1,000.00</td>
<td>Per Day Daily rental; no hourly rates apply</td>
<td>Change</td>
<td>$1,600.00</td>
<td>Per Day Daily rental; no hourly rates apply</td>
<td>Remove &quot;Non Member Fee&quot; - Fee is applicable to all users.</td>
</tr>
<tr>
<td>2864</td>
<td>Whatcom Unified Emergency Coordination Center IT and Logistical Support</td>
<td>$65.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
<td>$65.00</td>
<td>Per Hour minimum</td>
<td>Remove &quot;Non-Member Fee.&quot; Fee applies to all users when additional IT and Logistical Support is required.</td>
</tr>
<tr>
<td>2865</td>
<td>Whatcom Unified Emergency Coordination Center Janitorial and Facility Use Support</td>
<td>$100.00</td>
<td>Per Hour minimum</td>
<td>Change</td>
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<td>Per Hour minimum</td>
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### CLEARANCES

| Originator: | 
| Division Head: | 
| Dept. Head: | 3-7-18 |
| Prosecutor: | 
| Purchasing/Budget: | 
| Executive: | 

### TITLE OF DOCUMENT:
Department Updates to Council

### ATTACHMENTS:

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

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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430
# WHATCOM COUNTY COUNCIL AGENDA BILL

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## TITLE OF DOCUMENT:
Request authorization of 90-day extension for council approval of Glacier WDWSCP

## 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.)

On November 11, 2018, Council voted to hold approval of a resolution approving the Glacier Water District Water System Comprehensive Plan to January 29, 2019. The January 2019 date falls outside the initial ninety-day time limitation allowed for approval of a general comprehensive plan. Per RCW 57.16.010, the council needs to extend the time limitation for approval of the plan by an additional ninety days to allow sufficient time for review.

## 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.
RCW 57.16.010

General comprehensive plan of improvements—Approval of engineer, director of health, and city, town, or county—Amendments.

Before ordering any improvements or submitting to vote any proposition for incurring any indebtedness, the district commissioners shall adopt a general comprehensive plan for the type or types of facilities the district proposes to provide. A district may prepare a separate general comprehensive plan for each of these services and other services that districts are permitted to provide, or the district may combine any or all of its comprehensive plans into a single general comprehensive plan.

(1) For a general comprehensive plan of a water supply system, the commissioners shall investigate the several portions and sections of the district for the purpose of determining the present and reasonably foreseeable future needs thereof; shall examine and investigate, determine, and select a water supply or water supplies for such district suitable and adequate for present and reasonably foreseeable future needs thereof; and shall consider and determine a general system or plan for acquiring such water supply or water supplies, and the lands, waters, and water rights and easements necessary therefor, and for retaining and storing any such waters, and erecting dams, reservoirs, aqueducts, and pipe lines to convey the same throughout such district. There may be included as part of the system the installation of fire hydrants at suitable places throughout the district. The commissioners shall determine a general comprehensive plan for distributing such water throughout such portion of the district as may then reasonably be served by means of subsidiary aqueducts and pipe lines, and a long-term plan for financing the planned projects and the method of distributing the cost and expense thereof, including the creation of local improvement districts or utility local improvement districts, and shall determine whether the whole or part of the cost and expenses shall be paid from revenue or general obligation bonds.

(2) For a general comprehensive plan for a sewer system, the commissioners shall investigate all portions and sections of the district and select a general comprehensive plan for a sewer system for the district suitable and adequate for present and reasonably foreseeable future needs thereof. The general comprehensive plan shall provide for treatment plants and other methods and services, if any, for the prevention, control, and reduction of water pollution and for the treatment and disposal of sewage and industrial and other liquid wastes now produced or which may reasonably be expected to be produced within the district and shall, for such portions of the district as may then reasonably be served, provide for the acquisition or construction and installation of laterals, trunk sewers, intercepting sewers, syphons, pumping stations or other sewage collection facilities, septic tanks, septic tank systems or drainfields, and systems for the transmission and treatment of wastewater. The general comprehensive plan shall provide a long-term plan for financing the planned projects and the method of distributing the cost and expense of the sewer system and services, including the creation of local improvement districts or utility local improvement districts; and provide whether the whole or some part of the cost and expenses shall be paid from revenue or general obligation bonds.

(3) For a general comprehensive plan for a reclaimed water system, the commissioners shall investigate all portions and sections of the district and select a general comprehensive plan for a reclaimed water system for the district suitable and adequate for present and reasonably foreseeable future needs thereof. The general comprehensive plan...
must provide for treatment plants or the use of existing treatment plants and other methods and services, if any, for reclaiming water and must, for such portions of the district as may then reasonably be served, provide for a general system or plan for acquiring the lands and easements necessary therefor, including retaining and storing reclaimed water, and for the acquisition or construction and installation of mains, transmission mains, pumping stations, hydrants, or other facilities and systems for the reclamation and transmission of reclaimed water throughout such district for such uses, public and private, as authorized by law. The general comprehensive plan must provide a long-term plan for financing the planned projects and the method of distributing the cost and expense of the reclaimed water system and services, including the creation of local improvement districts or utility local improvement districts; and provide whether the whole or some part of the cost and expenses must be paid from revenue or general obligation bonds.

(4) For a general comprehensive plan for a drainage system, the commissioners shall investigate all portions and sections of the district and adopt a general comprehensive plan for a drainage system for the district suitable and adequate for present and future needs thereof. The general comprehensive plan shall provide for a system to collect, treat, and dispose of stormwater or surface waters, including use of natural systems and the construction or provision of culverts, stormwater pipes, ponds, and other systems. The general comprehensive plan shall provide for a long-term plan for financing the planned projects and provide for a method of distributing the cost and expense of the drainage system, including local improvement districts or utility local improvement districts, and provide whether the whole or some part of the cost and expenses shall be paid from revenue or general obligation bonds.

(5) For a general comprehensive plan for street lighting, the commissioners shall investigate all portions and sections of the district and adopt a general comprehensive plan for street lighting for the district suitable and adequate for present and future needs thereof. The general comprehensive plan shall provide for a system or systems of street lighting, provide for a long-term plan for financing the planned projects, and provide for a method of distributing the cost and expense of the street lighting system, including local improvement districts or utility local improvement districts, and provide whether the whole or some part of the cost and expenses shall be paid from revenue or general obligation bonds.

(6) The commissioners may employ such engineering and legal service as in their discretion is necessary in carrying out their duties.

(7) Any general comprehensive plan or plans shall be adopted by resolution and submitted to an engineer designated by the legislative authority of the county in which fifty-one percent or more of the area of the district is located, and to the director of health of the county in which the district or any portion thereof is located, and must be approved in writing by the engineer and director of health, except that a comprehensive plan relating to street lighting shall not be submitted to or approved by the director of health. The general comprehensive plan shall be approved, conditionally approved, or rejected by the director of health and by the designated engineer within sixty days of their respective receipt of the plan. However, this sixty-day time limitation may be extended by the director of health or engineer for up to an additional sixty days if sufficient time is not available to review adequately the general comprehensive plans.

Before becoming effective, the general comprehensive plan shall also be submitted to, and approved by resolution of, the legislative authority of every county within whose boundaries all or a portion of the district lies. The general comprehensive plan shall be
approved, conditionally approved, or rejected by each of the county legislative authorities pursuant to the criteria in RCW 57.02.040 for approving the formation, reorganization, annexation, consolidation, or merger of districts. The resolution, ordinance, or motion of the legislative body that rejects the comprehensive plan or a part thereof shall specifically state in what particular the comprehensive plan or part thereof rejected fails to meet these criteria. The general comprehensive plan shall not provide for the extension or location of facilities that are inconsistent with the requirements of RCW 36.70A.110. Nothing in this chapter shall preclude a county from rejecting a proposed plan because it is in conflict with the criteria in RCW 57.02.040. Each general comprehensive plan shall be deemed approved if the county legislative authority fails to reject or conditionally approve the plan within ninety days of the plan's submission to the county legislative authority or within thirty days of a hearing on the plan when the hearing is held within ninety days of submission to the county legislative authority. However, a county legislative authority may extend this ninety-day time limitation by up to an additional ninety days where a finding is made that ninety days is insufficient to review adequately the general comprehensive plan. In addition, the commissioners and the county legislative authority may mutually agree to an extension of the deadlines in this section.

If the district includes portions or all of one or more cities or towns, the general comprehensive plan shall be submitted also to, and approved by resolution of, the legislative authorities of the cities and towns before becoming effective. The general comprehensive plan shall be deemed approved by the city or town legislative authority if the city or town legislative authority fails to reject or conditionally approve the plan within ninety days of the plan's submission to the city or town or within thirty days of a hearing on the plan when the hearing is held within ninety days of submission to the county legislative authority. However, a city or town legislative authority may extend this time limitation by up to an additional ninety days where a finding is made that insufficient time exists to adequately review the general comprehensive plan within these time limitations. In addition, the commissioners and the city or town legislative authority may mutually agree to an extension of the deadlines in this section.

Before becoming effective, the general comprehensive plan shall be approved by any state agency whose approval may be required by applicable law. Before becoming effective, any amendment to, alteration of, or addition to, a general comprehensive plan shall also be subject to such approval as if it were a new general comprehensive plan. However, only if the amendment, alteration, or addition affects a particular city or town, shall the amendment, alteration, or addition be subject to approval by such particular city or town governing body.

[ 2009 c 253 § 4; 1997 c 447 § 18; 1996 c 230 § 501; 1990 1st ex.s. c 17 § 35; 1989 c 389 § 10; 1982 c 213 § 2; 1979 c 23 § 2; 1977 ex.s. c 299 § 3; 1959 c 108 § 6; 1959 c 18 § 6. Prior: 1939 c 126 § 2, part; 1937 c 177 § 1; 1929 c 114 § 10, part; RRS § 11588. Cf. 1913 c 161 § 10.]

NOTES:

Finding—Purpose—1997 c 447: See note following RCW 70.05.074.
### Title of Document:

Support for Immigrant Families

### Attachments:

- Draft Resolution: Health Protection for Immigrant Families
- Draft comment letter opposing changes to the “Public Charge” Rule

### 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 Public Health Advisory Board seeks support to move forward with a proposal for a Resolution to stand in support of immigrant families in Whatcom County.

### Committee Action:

- [ ] Yes
- [x] NO

### Council Action:

- [ ] Yes
- [x] NO

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council)
Whereas: In accordance with RCW 70.05.060 it is the responsibility of the Whatcom County Health Board to supervise all matters pertaining to the preservation of the life and health of the people within its jurisdiction and;

Whereas: the Whatcom County Board of Health shall supervise the maintenance of all health and sanitary measures for the protection of the public health within its jurisdiction and;

Whereas: on October 29, 2013, the Whatcom County Health Board unanimously passed Resolution 2013-038 Call for Compassionate Community Approach to Public Health Related Services and;

Whereas: the Whatcom County Health Board has identified the health of children and families as a policy focus area for 2018 and;

Whereas: Whatcom County, just like many counties in Washington State, is the home and workplace of large immigrant communities with citizens and immigrants of all statuses; and

Whereas: Recent Immigration and Customs Enforcement raids and detentions in Whatcom County have caused immigrant families significant trauma resulting in mental health concerns in adults and adverse childhood experiences (ACE’s) for young children and;

Whereas: Fear of detention and deportation has caused families to avoid seeking needed medical and social services and;

Whereas: Changes to federal laws are being proposed that would cut off government health benefits and housing for immigrants and their families and;

Whereas: Whatcom County may face increased demands for assistance from immigrants and their families resulting from changes to the “public charge” definition because fewer individuals will be able to access federal benefits such as Supplemental Nutrition Assistance Program, Section 8 housing vouchers and healthcare services and;

Whereas: Whatcom County administers federal programs, and changes to federal laws could impose burdensome new tracking and reporting requirements for local offices that administer these programs and;
Whereas: Changes to federal law may discourage immigrants and their families from seeking federal health benefits, such as Medicaid or the Children’s Health Insurance Program (CHIP) resulting in health impacts to those families, decreased health status of our community and increased costs to county budgets and;

Whereas: The Health Board has resolved to seek opportunities to increase awareness and promote the concept of a “compassionate” or “trauma sensitive” approach and to integrate this paradigm into the broadest possible range of all public health, education, and human services in our county and;

Whereas: The Whatcom County Health Board seeks to stand in support of our immigrant families by upholding the principles of health equity and ensuring that the health and social service needs of citizens and immigrants of all statuses are met.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Health Board that:

The Health Board will contact our U.S. Senators and Representatives opposing changes to federal legislation that would reduce health, housing and other social service benefits for immigrant families and;

The Health Board will further ensure that “compassionate approaches” are built into all public health related services and contracts including human services programs and;

The Public Health Advisory Board shall convene a task force as provided for in WCC 24.01.051.A.4 to evaluate existing systems and support services for families impacted by the threat of deportation including access to health care, mental health, housing and other social services considering cultural, safety and language barriers preventing access.

APPROVED this ____ day of __________, 20__.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY HEALTH BOARD
WHATCOM COUNTY, WASHINGTON

______________________________
Rud Brown, Health Board Chair

APPROVED AS TO FORM:

(Name), Civil Deputy Prosecutor

437
Samantha Deshommes, Chief, Regulatory Coordination Division,
Office of Policy and Strategy, U.S. Citizenship and Immigration Services
Department of Homeland Security
20 Massachusetts Avenue NW
Washington, DC 20529-0012
December XX, 2018
Dear Ms Deshommes:

On behalf of the Whatcom County Health Board, I am writing to oppose and request withdrawal of the Department of Homeland Security’s proposed Public Charge rule change as posted on the Federal Register on October 10, 2018 (DHS Docket No. USCIS-2010-0012). The purpose of the Whatcom County Health Board is to oversee matters related to the preservation, promotion and improvement of the public’s health within Whatcom County. After review of the rule and proposed changes, the Whatcom County Health Board believes that adoption and implementation of the proposed rule would have a negative impact on the health and safety of our county, as well as our state and nation.

The proposed policy will cause immigrant families to be afraid to access vital services, such as health, nutrition and housing programs for themselves and their children for fear of jeopardizing their permanent residency status. The proposed rule includes a complicated weighting system that is likely to cause confusion and misunderstanding for both immigrants and service providers. Limited or reduced access to support programs will affect immigrant health, financial stability, and the healthy development of their children. Whatcom County may face increased demands for assistance from immigrants and their families resulting from changes to the “public charge” definition because fewer individuals will be able to access federal benefits such as Supplemental Nutrition Assistance Program, Section 8 housing vouchers, and healthcare services. Whatcom County administers federal programs, and changes to federal laws could impose burdensome new tracking and reporting requirements for local offices that administer these programs.

Under the proposed rule, the changes would likely lead to decreases in participation in Medicaid, Children’s Health Insurance Program (CHIP), and other programs among legal immigrant families and their primarily US-born children, beyond those directly affected by the rule changes. Decrease in health insurance coverage is likely to result in health impacts to children and families, decreased use of prevention services such as immunizations, decreased health status of our community and increased costs to county budgets.
We believe that all people, regardless of their nationality or immigration status have the right to live in a safe and healthy community that includes access to health and basic needs services.

Thank you for your attention to this matter.

Sincerely,

Rud Browne
Chair, Whatcom County Health Board
**Title:** Discussion of Preliminary Draft Comp Plan and Zoning Code Amendments-Cherry Point

**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
- 10/23/2018: Held in Committee to a later date

**Council Action:**

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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
September 27, 2018

Dear Cherry Point Industries:

Over the last few months the Whatcom County Council has worked to draft proposed Comprehensive Plan amendments and associated code and rule amendments that mitigate the negative impacts on public safety, transportation, the economy, and the environment of new or proposed major projects in the Cherry Point Urban Growth Area.

The Council has questions for Cherry Point industry representatives that it would like answered before finalizing proposed language to submit to the Whatcom County Planning Commission for further analysis, public comment, and recommendations.

Attached is a list of questions for your review and response. Please provide written answers to these questions by October 23, 2018. Written responses can be submitted by email to council@co.whatcom.wa.us or delivered to the County Council Office, 311 Grand Avenue, Suite 105, Bellingham, 98225. The Council also invites you to attend a Special Committee of the Whole meeting on November 7, 2018 (time to be announced), in the County Council Chambers to provide additional information and explanation.

Thank you for taking the time to provide answers these very important questions.

Respectfully,

Rud Browne
Whatcom County Council Chair

c:  Dana Brown-Davis, Clerk of the Council
Correspondence file
Jack Louws, Whatcom County Executive
Matt Aamot, PDS
Insurance

1. **State & Federal Insurance Requirements** - Does state or federal law already require your company to carry insurance to cover spills, explosions, or other incidents on company property? If so, what types of incidents are covered and in what amounts?

2. **Insurance on Industrial Property** - Does your company’s existing insurance cover spills, explosions, or other incidents on company property? If so, what types of incidents are covered and in what amounts?

3. **Product Ownership During Transport** - Who has title/ownership of crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported through Whatcom County? When does title/ownership change?

4. **Responsibility During Transport** - Who is legally responsible for any damage created by spills, explosions, or other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported through Whatcom County?

5. **Insurance During Transport (Industrial Company)** - Does your company’s existing insurance cover spills, explosions, and other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported to and from company property?

6. **Insurance During Transport (Transportation Companies)** - Do the transport companies’ existing insurance policies cover spills, explosions, and other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported to and from your company’s property?

7. **Amount of Coverage** - How do you determine the amount of coverage for disasters and “worst-case” scenarios?

8. **Adequacy of Coverage** - Who determines what amount constitutes adequate insurance?
Storage / Operations

1. **Storage Capacity** - How much crude oil or compressed gas storage capacity does the facility currently have?

2. **Processing Capacity** - How much crude oil can the refinery process per day (current maximum capacity)? What is your permitted processing capacity?

3. **Reserve Storage (Crude Oil)** – How much reserve crude oil storage capacity do you need to maintain operations during turnarounds, maintenance, etc. as a ratio to maximum daily processing capacity?

4. **Reserve Storage (Compressed Gas)** – What compressed gas storage capacity do you need to fill one ship. How many ships/year do you sent out per year? How many ships/year do you propose to send out per year?

5. **Number of Ships** - Does your aquatic land lease, state or federal permit limit the number of ships that visit your pier every year? If so, what is that limit?

6. **Infrastructure Limitations** - Are you limited by the current infrastructure at the site?

7. **Addressing Impacts** - How do you plan to address impacts on the local community’s transportation systems and public safety with increase of your business activities?

Please provide answers to similar questions provided to other jurisdictions in Washington.

Are there any other issues of which you would like to make Council aware related to insurance, product storage, and/or refining?
November 7, 2018

Rud Browne, Chair
Whatcom County Council
council@co.whatcom.wa.us

Dear Chair Browne,

Thank you for the opportunity to provide responses to questions related to the Whatcom County Council’s efforts to propose Comprehensive Plan amendments and associated code and rule amendments for new or proposed major projects in the Cherry Point Urban Growth Area.

Trans Mountain has provided safe and reliable oil transportation through our Puget Sound pipeline since 1956. We’ve developed comprehensive safety, spill prevention and emergency response plans to make sure that we are protecting the public, the environment and our employees.

The following provides information responding to the questions you posed in your letter dated September 27, 2018.

Trans Mountain Pipeline (Puget Sound) LLC (TM-PS) owns and operates a crude oil pipeline that provides transportation service from the International Border near Sumas, Washington to delivery points in Anacortes and Ferndale, Washington. The pipeline consists of 69 miles of 16-inch and 20-inch pipe, a portion of which transits Whatcom County. The pipeline system includes a pump and two 85,000-barrel breakout tanks at a station in Laurel, WA.

The purpose of the pipeline is to provide crude oil transportation service. The TM-PS pipeline does not own or operate a marine terminal or provide crude processing services or oil storage. When in use, the tanks at Laurel facilitate efficient pipeline operations, not for holding inventory.

The transportation service is governed by a Tariff which is filed with the Federal Energy Regulatory Commission (FERC). The current Tariff 4.9.0 is available on the Trans Mountain website at www.transmountain.com/tolls-tariffs. TM-PS does not own the crude oil that is transported on its pipeline. Liability for crude oil that is in the possession of TM-PS during the provision of transportation service is described in rule 2.12 of Tariff 4.9.0.

In the unlikely event of a spill, legal liability for losses associated with the spill is circumstance specific. TM-PS is responsible for losses associated with a spill for which it was legally liable. The magnitude of
potential losses for the pipeline is considered part of TM-PS' ongoing risk assessment program which includes assessment of credible worst-case scenarios.

TM-PS has financial resources in place to compensate for losses for which it is legally liable including cash and insurance. TM-PS has access to insurance through a robust corporate insurance program which includes US $500 million in general liability insurance. The general liability insurance programs provide compensation to third parties for losses.

Thank you again for the opportunity to provide facts about the operations, responsibilities and requirements of TM-PS as you undergo this important process.

Sincerely,

Michael Davies,
Vice President of Operations
Trans Mountain Corporation
Tim D. Johnson  
Director, Public and Government Affairs

Phillips 66  
Ferndale Refinery  
P.O. Box 8 Ferndale, WA 98248  
Phone 360.384.1011

Mr. Rud Browne, Council Chair  
Whatcom County Council  
311 Grand Avenue, Suite #105  
Bellingham, WA 98225-4038

November 7, 2018  
LGL330.004

Re: Whatcom County Council Request for Information

Dear Chairman Browne,

Phillips 66 Company (Phillips 66) appreciates the opportunity to provide information to the Whatcom County Council regarding its petroleum refinery in Ferndale, Washington (Ferndale Refinery). Please find enclosed Phillips 66's responses to your September 27, 2018 request for information.

Phillips 66 notes that the purpose of this information request is to gather information which helps the Council develop regulations which could severely limit or preclude continued or new processing of petroleum in the Whatcom area. For all the reasons that Phillips 66 and others have shared previously, the Company does not support this proposed course of action. For decades, the Phillips 66 Ferndale Refinery has demonstrated its commitment to operate responsibly as well as support Whatcom County and local communities in a variety of ways. Additionally, in contrast to what the Council's September 27, 2018 letter states, the presence of our facility has many positive impacts on the economy, our community, and provides sustaining family wage jobs. We look forward to discussing these benefits in person at a future date.

Several of the questions are “fact specific” in that they can only answered completely if we are considering a specific shipment of product or raw material out of or into the facility. Given this constraint, the Company has provided general information. Our response on storage capacity is considered “Confidential Business Information”, and as such, that information is provided as part of a separate attachment which is clearly marked "CONFIDENTIAL BUSINESS INFORMATION". Phillips 66 formally requests that this information be maintained as confidential. Chapter 42.56.270 notes that certain financial, commercial and proprietary information provided to a public entity in Washington is exempt from disclosure under the Washington Open Records Act.
Insurance

As part of its Ferndale Refinery operations, Phillips 66 stores, handles, and/or processes crude oil and finished petroleum products. It manages the operational risks which can be associated with these operations with significant personal safety, process safety, and environmentally protective programs. Additionally, as required by law, it plans and prepares for any unexpected occurrences involving its raw materials and products.

A company such as Phillips 66 may obtain insurance coverage because of regulatory requirements or as a good business practice. Where insurance is required by law, and self-insurance is allowed by law, Phillips 66 often uses the self-insurance option. Provided below is a non-exclusive list of the major federal and state programs and/or licenses that require Phillips 66 to provide financial assurance and/or insurance as part of working with petroleum and/or operating a business in Washington.

Oil Pollution Act of 1990

In general, under Title I of the Oil Pollution Act of 1990, as amended (OPA 90), the responsible parties for any vessel (other than a public vessel) or for any facility from which oil is discharged, or which poses a substantial threat of discharge of oil, into or upon the navigable waters or the adjoining shorelines or the exclusive economic zone of the United States, are strictly liable, jointly and severally, under 33 U.S.C. 2702 for the removal costs and damages that result from such incident. Under 33 U.S.C. 2704, however, a responsible party's OPA 90 liability is limited to specific inflation-adjusted levels. The current limit for an onshore facility such as the Ferndale Refinery is $633,850,000. Other vessel/facility limits are provided below:

For a single-hull tank vessel greater than 3,000 gross tons, the greater of $3,500 per gross ton or $25,845,600;

For a tank vessel greater than 3,000 gross tons, other than a single-hull tank vessel, the greater of $2,200 per gross ton or $18,796,800;

For a single-hull tank vessel less than or equal to 3,000 gross tons, the greater of $3,500 per gross ton or $7,048,800; and

For a tank vessel less than or equal to 3,000 gross tons, other than a single-hull tank vessel, the greater of $2,200 per gross ton or $4,699,200.

For any vessel other than a vessel listed above, including for any edible oil tank vessel and any oil spill response vessel, are the greater of $1,100 per gross ton or $939,800.

1 33 U.S.C. 2701, et seq.
The Coast Guard adjusts these limits every few years to account for inflation. They have essentially doubled since the act was passed in 1990.

Ferndale Refinery Dangerous Waste Permit

The Refinery possesses a Washington Dangerous Waste permit (WADO99250366) which, among other things, allows it to temporarily store containerized waste. This permit requires the Refinery to demonstrate that it can financially cover the estimated cost of all closure activities for the storage area. These costs were estimated in mid-2018 to be approximately $110,000. This demonstration has been made.

DNR Aquatic Lands Lease

The Ferndale Refinery leases aquatic land in the Strait of Georgia from the State of Washington (DNR Lease No. 20-B17-14). The lease allows the Refinery to use the lands for a piling supported petrochemical transportation wharf. Section 10 of the lease requires Phillips 66 to post a bond for financial security and to procure and maintain all the following types of insurance: commercial general liability insurance, property insurance, Worker’s Compensation/Employer’s Liability Insurance, Builder’s Risk insurance, Business Auto Policy insurance, and Contractor’s Pollution Liability insurance. Phillips 66 can self-insure for these risks and coverages.

Refinery Insurance Coverages

Phillips 66 currently has the following insurance coverages for its Refinery activities in Washington:

- Workers’ Compensation Coverage – Purchased directly through the state’s industrial insurance system (Department of Labor and Industries)
- Employer’s Liability Coverage
- Commercial Auto Liability Coverage
- General Liability Coverage
- Excess Liability Coverage
- Property Damage/Business Interruption Coverage

Transporter Insurance

Where Phillips 66 is loading or unloading a product onsite at the Refinery, its insurance coverage will cover that activity. Once the product leaves the refinery or its manufacturing site, responsibility for the product is dependent upon the contractual language between the shipper, the transporter and the receiving facility. This language can be, and is, regularly revised on a per shipment basis. Therefore, the transporter questions cannot be easily answered. Phillips 66 does note however, that the U.S. Department of Transportation and Washington State do have financial assurance regulations that apply to transportation activities.
Prevention, Preparedness and Response

In addition to the various insurance programs in place as described above, it is worth noting that many Washington State and federal programs also require petroleum facilities to plan for and to take steps to prevent or otherwise mitigate against the possibilities of spills and accidents involving petroleum.

Among the more significant such federal programs requiring incident prevention and response planning are the:

U. S. Environmental Protection Agency’s (EPA) Oil Pollution Prevention regulations (40 CFR part 112)

U. S. Coast Guard’s Facility Response Plan regulations (33 CFR 154)

Department of Transportation/RSPA Federal Response Plan regulation (49 CFR part 194)

U.S. Occupational Safety and Health Administration (OSHA) Emergency Action Plans [29 CFR 1910.38(a)]

OSHA Process Safety Movement program [29 CFR 1910.119]]

OSHA Hazardous Waste Operations and Emergency Response program (29 CFR 1910.120)

Clean Air Act Risk Management Program (40 CFR part 68)

In a June 5, 1996 Federal Register notice (61 Fed.Reg. 28642), the EPA, U.S. Department of Transportation, and U.S. Department of Interior explained how facilities could meet the planning requirements of each of these programs in a single document. The Ferndale Refinery has an integrated contingency plan which is annually reviewed and used to conduct drills and exercises. The plan has been filed with the Washington Department of Ecology, U. S. Coast Guard, and the EPA. As noted within the facility’s plan, the specific objectives of the plan are to:

- To assist facility personnel to prepare for, and respond effectively, safely, and efficiently, in the event of an all-hazards incident;
- To outline response procedures and techniques; To minimize hazards, and prevent injury to human health, and the environment from fire, explosions, or any unplanned sudden or non-sudden release of hazardous material to the air, soil or water;
- Define notification procedures when a response is required;
- Identify equipment, manpower, and other resources available to implement a response; and
- To familiarize onsite and offsite personnel with the types of material handled and internal emergency response procedures.

The plan itself is also marked and treated by the facility and federal and state governments as Confidential Business Information.
The Washington State Department of Ecology has also developed standards that provide additional requirements for spill prevention, preparedness, and response, such as:

- **Facility Oil Handling Standards** (Chapter 173-180 WAC). These standards provide requirements for oil transfers, equipment design standards, operations manuals, training programs, prevention and response plans. Facility equipment, records, and plans are regularly inspected and/or reviewed and approved by the Department of Ecology to assure compliance with these standards.

- **Oil Spill Contingency Planning Standard** (Chapter 173-182 WAC). This standard requires larger oil-handling facilities, pipelines, commercial vessels, and railroads to have state-approved oil spill contingency plans. These plans describe the plan holder’s ability to respond to oil spills. Plans include information on spill response procedures, equipment, safety, communications, and training. Some of the confidential business information contained in the Attachment to this letter was taken directly from the integrated contingency plan described above.

**Storage/Operations**

Some of the information requested by the Council under the heading “Storage/Operations” is Confidential Business Information. When such information is provided to a governmental agency in Washington, it is afforded certain protections and is not required to be disclosed to the public under Washington law. (See the Washington Public Records Act at Chapter 42.46 RCW.) The responses sought under the “Storage/Operations” questions which require the disclosure of Phillips 66’s confidential business information is provided in Attachment 1. The attachment has been clearly marked as "CONFIDENTIAL BUSINESS INFORMATION".

The answers to the questions that do not contain confidential business information are provided here:

**Processing Capacity**

The average crude processing capability of the Ferndale Refinery on an annual average is 105,000 barrels per day. Processing capacities for other major process units at the Refinery are reported publicly by the Oil and Gas Journal annually. The 2017 data for the Ferndale Refinery can be found under “2017 Worldwide Refinery Survey” at https://wwwogi.com/ogi-survey-downloads.html.

**Vessel Shipment**

The Ferndale Refinery’s DNR Lease No. 20-B117-14 does not contain an annual limit on the number of ships that visit the refinery marine terminal. Please note that the refinery does not transfer compressed gas shipments via vessel at the marine terminal. The refinery does report vessel crude oil transfers at the marine terminal to the Department of Ecology. Ecology complies the total volumes shipped into regular quarterly reports. The most recent report may be found at https://fortress.wa.gov/ecy/publications/documents/1808013.pdf.

**Other information**

Refinery storage capacities are considered Confidential Business Information - see Attachment 1.
As required by existing law, the SEPA process provides for evaluation of potential impacts of proposed projects. Whatcom County plays an integral role in this process.

Conclusion

As noted above, Phillips 66 is concerned that the Council is collecting this information to aid in developing new regulations which could severely limit or preclude continued or new processing of petroleum at the Ferndale Refinery. Phillips 66 does not support this proposed course of action. The information herein was provided to demonstrate that petroleum storage, transportation and handling is well-regulated on multiple levels, and additional local regulation is unnecessary. Whatcom County’s existing permitting process is robust, and provides opportunity for agencies, the community, and other stakeholders to consider and engage upon new projects. In collaboration with federal and state permitting requirements, the County is well-positioned to weigh all attributes of a proposed project without undertaking new Comprehensive Plan amendments. Phillips 66 Ferndale Refinery has demonstrated its commitment to operate responsibly and comply with all applicable regulations, as well as serve as a key partner in the Whatcom County economy. We look forward to further discussions with the County.

Sincerely,

Tim D. Johnson

TDJ: kjm

Enclosure: Attachment 1: Confidential Business Information
November 7, 2018

VIA EMAIL AND FEDERAL EXPRESS

Whatcom County Council
311 Grand Avenue, Ste 105
Bellingham WA 98225

Re: Council Questions for Cherry Point Industry Representatives dated 9-27-18

Honorable Council Members:

Olympic Pipe Line Company LLC ("Olympic") received your September 27, 2018 letter in which you posed several questions. Olympic appreciates the Council’s interest in understanding the issues of risk, operations and storage prior to finalizing regulations that likely may affect the pipeline industry in Whatcom County. Upon reviewing the questions the Council has posed, we feel it is important to state Olympic, and the interstate liquids pipeline industry generally, is highly regulated by state and federal agencies (such as the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration ("PHMSA"), the Washington Utilities and Transportation Commission ("WUTC") and the Federal Energy Regulatory Commission ("FERC")) with respect to the broader issues of safety, reliability, risk management, and ratemaking in the areas of transportation and storage operations.

I. Background

By way of background, Olympic is a 400-mile interstate pipeline system. The pipeline runs along a 299-mile corridor from Blaine, Washington to Portland, Oregon. The pipeline system transports gasoline, diesel, and jet fuel. Its delivery lines carry products to bulk terminals at Seattle, Renton, Tacoma, and Vancouver, Washington, as well as Portland, Oregon.

The pipeline system is already regulated by PHMSA. PHMSA is responsible for carrying out a national regulatory program to ensure the safe, reliable, and environmentally sound operation of the nation’s natural gas and liquid pipeline transportation system. Olympic adheres to PHMSA’s regulatory standards of safety and has taken comprehensive steps to meet or exceed current state and federal pipeline safety and environmental regulations. Below are some examples:

- Olympic has a damage prevention program, and participates in the various states’ One-Call notification systems, which are designed to alert excavators to the location of pipelines before digging.
• Olympic has initiated and implemented the use of a comprehensive risk management system to prevent and mitigate risks while continuously monitoring the pipeline operations.
• As part of a pipeline integrity management system, Olympic utilizes inspection tools called "smart pigs" with computerized sensors that check pipelines for corrosion or defects to prevent leaks.
• Olympic has operations control centers that monitor pipeline operations 24 hours a day.
• Olympic adheres to the regulatory requirements related to safety, continuously monitoring the many factors affecting operations.
• Olympic maintains rigorous oil spill contingency plans and trained crisis management teams that would be utilized in the event of a release. These plans are reviewed and drilled by Olympic pipeline employees, in conjunction with federal and state regulators.

II. Responses to the Council’s Questions

The Council’s questions, and Olympic’s responses, are set forth below.

Insurance

1. State & Federal Insurance Requirements – Does state or federal law already require your company to carry insurance to cover spills, explosions, or other incidents on company property? If so, what types of incidents are covered?

Olympic Response: Olympic maintains all contractually required insurance; however, Olympic is not aware of any such state or federal laws already requiring insurance to cover spills, explosions or other incidents at the Olympic property (i.e., pump stations, tank farms, or within the pipeline right of way).

2. Insurance on Industrial Property -- Does your company’s existing insurance cover spills, explosions or other incidents on your property? If so, what types of incidents are covered and in what amounts?

Olympic Response: At the outset, we note that insurance coverage is one tool among an array of risk management tools. Companies (including Olympic) typically use a wide variety of risk management tools to prevent incidents from occurring. While a thorough discussion of Olympic’s risk management strategy is beyond the scope of this response, the Council is likely aware that the imposition of a “one size fits all” insurance requirement would be unduly burdensome for a company already managing its own risk profile.

Olympic is insured under certain property and liability policies. Spills potentially may be covered by Olympic’s Pollution Legal Liability insurance coverage. The precise nature and quantity of Olympic’s insurance coverage is confidential business information. In addition, Olympic’s self-insured retention is in keeping with its net worth and cash flows and is consistent with that of other entities of similar operations and size. Adequate reserves are maintained for claims within Olympic’s retention. Olympic has the financial resources to respond to liabilities arising from its contractual obligations or from incidents.

3. Product Ownership During Transport -- Who has title/ownership of crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported through Whatcom County? When does title/ownership change?
Olympic Response: Petroleum products are transported in and around Whatcom County by a wide variety of transportation methods and for a variety of purposes. With respect to its pipeline system, in general, Olympic does not take title to any refined products. The Shipper of Record or its consignee is typically the owner of the product in the line while the product is in transport. Olympic does not own any natural gas pipelines.

4. Responsibility During Transport — Who is legally responsible for any damage created by spills, explosions or other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported through Whatcom County?

Olympic Response: It depends upon the situation, and identifying who would be “legally responsible” would be a case-by-case determination dependent upon the facts of the situation and the applicable regulations and contracts at issue. For example, if a third party caused damage to the pipeline that led to the incident, then that party may be held “legally responsible.” In general, state environmental statutes and regulations impose liability for remediation of spills and releases on owners and operators of the property at issue.

5. Insurance During Transport (Industrial Company) — Does your company’s existing insurance policies cover spills, explosions, and other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported to and from your company’s property?

Olympic Response: See Response to No. 6 below.

6. Insurance During Transport (Transportation Company) — Do the transport companies’ existing insurance policies cover spills, explosions, and other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported to and from your company’s property?

Olympic Response: No. Olympic does not have insurance for a shipper’s products before those products enter Olympic’s pipeline or after they leave Olympic’s pipeline. With respect to any other transport companies, those companies would have to respond to this question.

7. Amount of Coverage — How do you determine the amount of coverage for disasters and worst-case scenarios?

Olympic Response: Olympic cannot provide a meaningful response to Question 7 as it is presented, as there are no underlying facts given to explain what type of “disasters and worst-case scenarios” are meant (i.e., an incident occurring on Olympic property, off the property, magnitude of incident, who is involved, etc.)

8. Adequacy of Coverage — What amount constitutes adequate insurance?
**Olympic Response:** See Response to Question 7.

**Storage/Operations**

1. **Storage Capacity** – How much crude oil or compressed natural gas storage capacity does the facility currently have?

   **Olympic Response:** Not applicable.

2. **Processing Capacity** – How much crude oil can the refinery process per day (current maximum capacity)? What is your permitted processing capacity?

   **Olympic Response:** Not applicable.

3. **Reserve Storage (Crude Oil)** – How much reserve crude oil storage do you need to maintain operations during turnarounds, maintenance, etc. as a ratio to maximum daily processing capacity?

   **Olympic Response:** Not applicable.

4. **Reserve Storage (Compressed Gas)** – What compressed gas storage do you need to fill one ship. How many ships per year do you sent [sic] out per year? How many ships/year do you propose to send out per year?

   **Olympic Response:** Not applicable.

5. **Number of Ships** – Does your aquatic land lease, state or federal permit limit the number of ships that visit your pier every year? If so, what is the limit?

   **Olympic Response:** Not applicable.

6. **Infrastructure Limitations** – Are you limited by the current infrastructure at the site?

   **Olympic Response:** Pipeline capacity is determined by a number of factors, such as pipe design, design of pumps and motors, connectivity to shipper facilities, electrical power, and other factors. Changes to capacity would require changes to these factors.

7. **Addressing Impacts** – How do you plan to address impacts on the local community’s transportation systems and public safety with increase of your business activities?
**Olympic Response:** Any Olympic increase in business activities likely may directly benefit local community transportation systems since Olympic delivers fuel for those systems. Ensuring public safety would be integral to any proposed increase in business activities.

We hope the Council finds this information helpful.

Very truly yours,

[Signature]

Marc Horn
President, Olympic Pipe Line LLC
November 7, 2018

VIA EMAIL

Mr. Rud Browne
Council Chair
Whatcom County Council
311 Grand Avenue, Suite #105
Bellingham, WA 98225

Re: Response to September 27, 2018 Letter

Dear Council Chair Browne:

Petrogas West, LLC ("Petrogas") writes to you today to address with you and the Whatcom County Council the issue of public safety and hazardous materials in response to your September 27, 2018 letter and enclosed questions.

Petrogas has owned and safely operated the storage and distribution Terminal for bulk shipments of propane, butane and iso-butane (collectively "LPGs") at Ferndale since May 2014. Chevron and its predecessors constructed and safely operated the Terminal for approximately 50 years before Petrogas acquired it. LPGs arrive at the Terminal through a dedicated pipeline between the BP Cherry Point refinery, as well as via other pipelines, rail, and truck.

Petrogas is a proud employer in Whatcom County currently operating the Terminal with 30 full-time employees and upwards of 50 contractors. Since acquiring the facility, Petrogas has spent more than $40 million on initiatives to maintain and upgrade the Terminal making it an ever more safe and reliable facility. Those investments are reflective of the commitment by Petrogas to ensuring that the Terminal remains a safe and attractive workplace and a beneficial asset for the community.

Storage/Operations Questions

In response to Storage/Operations Questions 1-4 in your letter, the Terminal consists of two above-ground storage tanks, an LPG loading facility on the wharf, and associated rail, tank car, and truck facilities for unloading and loading LPGs.

Petrogas receives, stores, and ships only LPGs; it does not and cannot handle unrefined crude oil and it has no plans to do so at any time in the foreseeable future.

(02502187-2)
A Petrogas affiliate, Petrogas Pacific LLC, owns the wharf and pier adjacent to the Terminal and leases the tidelands from the Washington Department of Natural Resources (DNR) under an Aquatic Lands Lease, No. 20-A08488. The Lease term runs until January 2033. In response to Question 5, Petrogas (and Intalco) are limited by the Lease to 48 vessel dockings per year from the wharf.

In response to Storage/Operations Question 6 regarding infrastructure limitations, the aforementioned Aquatic Lands Lease provides a limit on the number of vessel dockings.

Finally, regarding Storage/Operations Question 7, Petrogas takes care to responsibly assess the impacts of its business activities on the local community transportation systems and public safety with regard to any of its business activities. It is also mindful of its obligations under various planning statutes and ordinances, including SEPA. Most importantly, however, it is a matter of good business practice and being a good corporate citizen in the community that addressing transportation and public safety impacts are a priority for all aspects of the Petrogas business. Petrogas takes pride in its safety record and plans to continue to give priority to being a good corporate citizen having a trusting relationship within the Ferndale community.

Insurance Questions

1. **State & Federal Insurance.** Petrogas is not aware of any specific requirements, by either the U.S. Environmental Protection Agency, the Washington Department of Ecology, or any other federal or state agency for minimum limits of insurance coverage for catastrophic incidents on company property. Under the terms of the Aquatic Lands Lease with DNR, Petrogas and/or its affiliate are required to have general liability insurance coverage that meets certain limits set by DNR. Petrogas of course complies with that requirement.

2. **Industrial Property Insurance.** Additionally, Petrogas maintains insurance coverage for spills, explosions, and other incidents on the company’s property. The coverage is for an unexpected event, such as a discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, arising out of the company’s operations that gives rise to property damage and bodily injury to third parties.

3. **Product Ownership During Transport.** Petrogas as the owner of the Terminal, provides services to its various customers who ship product to the Terminal for storage and for sale, including export sales. Information concerning the identities of its customers is confidential commercial information and therefore cannot be disclosed in this letter.

4. **Responsibility During Transport.** Petrogas takes possession of LPGs arriving at its Terminal at the inlet flange to its facilities. It takes responsibility for risk and safety of the LPG’s at that point.

5. **Insurance During Transport.** Such insurance coverage is obtained by the various parties transporting products as well as by transporters such as BNSF, trucking firms, etc.
6. **Amount & Adequacy of Coverage.** Petrogas establishes the amounts and adequacy of coverage based on periodic assessments of risk control with its insurers. These assessments review matters such as disaster prevention and protection, process safety management, and natural hazards at the Terminal. Petrogas stays informed about the experiences of others in its industry and evaluates its coverages accordingly under the guidance of professional insurance and risk specialists.

Because Petrogas is committed to being a part of the Ferndale community for many decades to come, it strives to maintain a facility that is safe for its employees, contractors, vendors, and for the community at large.

Sincerely yours,

[Signature]

Petrogas West, LLC
October 29, 2018

VIA EMAIL

Whatcom County Chair Rud Browne
County Courthouse
311 Grand Avenue, Suite #105
Bellingham, WA 98225

Dear Chairman Browne:

BNSF Railway appreciates the Whatcom County Council’s interest in transportation and public safety. As requested in your September 27th letter, we are pleased to provide the following information regarding BNSF’s approach to rail safety, including the transportation of hazardous materials. It should be noted that BNSF and our predecessor railroads have safely served Washington state since 1873.

Nothing is more important to us than operating safely in the communities that we serve. We move the goods that we all use every day – from the food that we eat to the cars that we drive to the energy products that power our lives. We share the Council’s commitment to ensuring the safety of Whatcom County as well as a thriving economy. As such, we would be remiss if we did not share our concerns about the Council’s temporary moratorium, which has been renewed five times. The proposed changes for Cherry Point businesses reduce their operational flexibility, discourage capital investment and make them less competitive, and elevates the subjective determinations of the Council over demand driven by the marketplace.

Below is a snapshot of our safety efforts.

Insurance
BNSF has a strong track record of corporate responsibility. We have never expected taxpayers to assume the expense of a clean up after a derailment, and we stand by the practices that have allowed us to keep that record to date. Also, BNSF is in full compliance with the financial requirements outlined by the Washington Utilities and Transportation Commission.

Emergency Preparedness and Response
BNSF’s extensive emergency preparedness and planning program involves year-round preparation, training, equipment acquisition, exercises and coordination with local partner agencies. In 2017, we trained about 8,450 emergency responders, with more than 1,000 from Washington, on how to safely respond to hazmat incidents. BNSF has specialized equipment and hazmat responders staged across its network to deal with hazmat and crude oil incidents, including for firefighting and spill cleanup. During a hazardous materials incident, our BNSF responders will be responding in unison with public responders so that through our combined efforts the incident can be mitigated safely and effectively.
In Washington, we have resources and equipment staged in Everett, Seattle, Vancouver, Longview, Wishram, Bingen, Pasco and Spokane. BNSF has 32 Hazmat Technician Level Responders located in Washington cities and towns including: Everett, Pasco, Seattle, Spokane, Vancouver and Wenatchee. BNSF’s own resources and equipment are supplemented and enhanced by its participation in a mutual aid agreement with the five refineries in Washington, including BP Cherry Point, Phillips 66, Shell Oil Products US, Andeavor, and U.S. Oil Refining Co. We also have contractor partners who have oil spill responders and equipment located in Bellingham, Everett, Seattle and Anacortes.

New, advanced technologies are also improving coordination between BNSF and response agencies. Two new technologies – AskRail and SECURETRAK – provide immediate access to real-time data about individual rail cars, cargoes, and location information for first responders. The AskRail mobile app, developed by the rail industry, provides first responders with car-specific data for hazmat contents and railroad contacts during an incident. BNSF’s SECURETRAK, which is a real-time, web-based Geographic Information System tracking program, is available to state and/or regional fusion centers, which operate as state and major urban area focal points for the receipt, analysis, gathering, and sharing of threat-related information between federal, state, local, tribal, territorial, and private sector partners.

In 2018, BNSF became the first railroad to have its oil spill response planned approved by the Washington Department of Ecology.

**Railside Detection Technology**

Although BNSF is proud of our world-class emergency preparedness and response program, we strongly believe that prevention of accidents is a critical first step. I also wanted to touch on the ways BNSF invests to reduce risk and prevent incidents from occurring in the first part. Technology is only one component, but nonetheless plays an important role in our safety program. Most people may not immediately think of the railroad when they envision a state-of-the-art network technology company, yet BNSF is nationally-recognized as a top information-technology employer. BNSF gathers information on railcar performance through the use of wayside detectors, which measure conditions of each passing freight car. Several systems are employed including the Wheel Impact Load Detector, Warm Bearing Detection System, Hot/Cold Wheel Detector & Technology Drive Train Inspections, and the Acoustic Bearing Detector, which allow us to carefully evaluate and react to the conditions of a railcar.

BNSF has employed the special detection technologies described in additional detail below along key routes on its network to monitor for early signs of potential problems that could cause premature equipment wear or failure. Detectors are placed even more closely together near critical water ways to ensure potential issues are elevated as quickly as possible. Detecting such defects early has helped improve safety and extend the service life of equipment. BNSF has also been developing predictive analytics to leverage the combined information received from the multiple types of detectors to discover potential issues before they arise. A sampling of this equipment includes:

- **Wheel Impact Load Detector** -- Measures forces applied to the rail to evaluate wheel surface defects. Decreasing the number of high impact wheels can help prevent derailments and also extend the useful life of rail.
- **Warm Bearing Detection System** -- Monitors for excess heat coming from wheel bearings. Identifying internal bearing defects early prevents potential derailments and helps to extend wheel life.
- **Hot/Cold Wheel Detector & Technology Drive Train Inspection** -- Measures wheel tread temperature to identify sticking or inoperative brakes; and applied handbrakes.
- **Acoustic Bearing Detector** -- Utilizes a microphone array to evaluate and identify internal journal bearing flaws.
- **Machine Vision System** -- Utilizes a camera system to evaluate and identify component wear or damage of wheels, brakes, draft gear and truck components. The early warning this technology provides enables BNSF to repair trucks before safety issues occur and can extend the life of wheels.
• Truck Performance Detector -- Measures forces applied to the rail to evaluate each truck’s ride performance. Early warning of truck performance issues enables BNSF to perform repairs before safety issues occur and extends the life of the equipment.

Track Inspection Program
BNSF has a very robust track inspection program, which meets all federal standards and utilizes highly skilled track inspectors and advanced technology. As an example, rail detectors and track geometry cars are key components of BNSF’s track inspection program that utilizes state-of-the-art technology to help identify defects or problem areas that cannot be detected by the human eye. BNSF has made significant investments in inspection and detection technology to enhance the regular manual inspection process.
• Rail detectors: BNSF’s rail detectors use ultra-sonic rays to detect internal (and external) flaws in the rail to gather information about track surface, track alignment, curve geometry, gage, and rail wear. This information helps the company evaluate track maintenance and safety concerns.
• Track geometry car: The track geometry car is a specially-equipped passenger car that measures the tracks’ surface under load for, gauge, cross-level, alignment and vertical acceleration. A computerized print out of the trackage indicates where the measured flaws exist in the track. This information is immediately communicated to field personnel to ensure that the defects are addressed.

Bridge Inspections
As background, we have approximately 13,000 bridges across our network. The visual appearance of these structures is not indicative of their structural integrity. Every bridge receives one comprehensive inspection per calendar year by a qualified bridge inspector, with a more frequent inspection schedule occurring in some cases. Further, if we receive an inquiry on a particular bridge, our Structures team will perform an inspection to determine whether repairs are needed. BNSF has a staff of trained bridge inspectors, as well as structural engineers, consultants and specialized contractors.

Conclusion
In conclusion, BNSF works continuously to meet and surpass all applicable safety and security requirements relating to the transportation of industrial commodities. These efforts make our rail transportation system one of the safest in the world. For well over a century, BNSF has safely moved goods to and from the Northwest and is proud of its strong ties to Whatcom County. BNSF’s commitment to preventing accidents contributed to the FRA declaring the last several years the safest for freight rail in United States history. This is a legacy BNSF is committed to maintaining and working to improve in the years to come.

Sincerely yours,

Courtney Wallace

Courtney Wallace,
Reginal Director, Public Affairs
BNSF Railway
Hello Dana,

Thank you for speaking with me today, I appreciate your insight. Per our conversation, much of this does not apply to Cascade Natural Gas. We do have adequate insurance coverage, if more details are required don’t hesitate to contact me.

Thanks again,

Tiffany Urland | NW Region Director
Cascade Natural Gas Corporation
A Subsidiary of MDU Resources Group, Inc.
1520 S. Second Street | Mt. Vernon, WA 98273
360-336-3887 main
360-853-6902 cell
Tiffany.Urland@cngc.com

From: Nelson, Greg
Sent: Tuesday, October 2, 2018 7:09 AM
To: Urland, Tiffany <Tiffany.Urland@cngc.com>
Cc: Bergner, Kathy <Kathy.Bergner@cngc.com>
Subject: FW: County Council Requests Information from Cherry Point Industries

Tiffany,

Do you know who this request should go to?

From: Quist, Jennifer
Sent: Tuesday, October 02, 2018 6:59 AM
To: Nelson, Greg <Greg.Nelson@cngc.com>; Bergner, Kathy <Kathy.Bergner@cngc.com>
Cc: Haugness, Brandon <Brandon.Haugness@cngc.com>; Mcconnell, Brian <Brian Mcconnell@cngc.com>
Subject: FW: County Council Requests Information from Cherry Point Industries

Not sure where this is supposed to go...

From: Council [mailto:Council@co.whatcom.wa.us]
Sent: Monday, October 1, 2018 4:06 PM
To: Quist, Jennifer <Jennifer_Quist@cngc.com>
Cc: Dana Brown-Davis <DBrown@co.whatcom.wa.us>
Subject: County Council Requests Information from Cherry Point industries

** WARNING: EXTERNAL SENDER. NEVER click links or open attachments without positive sender verification of purpose. DO NOT provide your user ID or password on sites or forms linked from this email. **

Cascade Natural Gas

Dear Jennifer:

Attached is a letter from the Whatcom County Council requesting answers to specific questions related to your company’s business operations at Cherry Point.

The Council asks that you provide a written response to the attached by October 23, 2018. You are also invited to attend a Special Committee of the Whole meeting on Wednesday, November 7 (time to be announced) to provide additional information and explanation.

Sincerely,

Council Office Staff
September 27, 2018

Cascade Natural Gas Corp
Delivered Via Email: Jennifer.quist@cngc.com

Dear Cascade Natural Gas:

Over the last few months the Whatcom County Council has worked to draft proposed Comprehensive Plan amendments and associated code and rule amendments that mitigate the negative impacts on public safety, transportation, the economy, and the environment of new or proposed major projects in the Cherry Point Urban Growth Area.

The Council has questions for Cherry Point industry representatives that it would like answered before finalizing proposed language to submit to the Whatcom County Planning Commission for further analysis, public comment, and recommendations.

Attached is a list of questions for your review and response. Please provide written answers to these questions by October 23, 2018. Written responses can be submitted by email to council@co.whatcom.wa.us or delivered to the County Council Office, 311 Grand Avenue, Suite 105, Bellingham, 98225. The Council also invites you to attend a Special Committee of the Whole meeting on November 7, 2018 (time to be announced), in the County Council Chambers to provide additional information and explanation.

Thank you for taking the time to provide answers these very important questions.

Respectfully,

Rud Browne
Whatcom County Council Chair

c: Dana Brown-Davis, Clerk of the Council
   Correspondence file
   Jack Louws, Whatcom County Executive
   Matt Aamot, PDS
Insurance

1. **State & Federal Insurance Requirements** - Does state or federal law already require your company to carry insurance to cover spills, explosions, or other incidents on company property? If so, what types of incidents are covered and in what amounts?

2. **Insurance on Industrial Property** - Does your company’s existing insurance cover spills, explosions, or other incidents on company property? If so, what types of incidents are covered and in what amounts?

3. **Product Ownership During Transport** - Who has title/ownership of crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported through Whatcom County? When does title/ownership change?

4. **Responsibility During Transport** - Who is legally responsible for any damage created by spills, explosions, or other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported through Whatcom County?

5. **Insurance During Transport (Industrial Company)** - Does your company’s existing insurance cover spills, explosions, and other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported to and from company property?

6. **Insurance During Transport (Transportation Companies)** - Do the transport companies’ existing insurance policies cover spills, explosions, and other incidents related to crude oil, refined petroleum products, natural gas, LPG, or other materials/products while being transported to and from your company’s property?

7. **Amount of Coverage** - How do you determine the amount of coverage for disasters and “worst-case” scenarios?

8. **Adequacy of Coverage** - Who determines what amount constitutes adequate insurance?
Storage / Operations

1. **Storage Capacity** - How much crude oil or compressed gas storage capacity does the facility currently have?

2. **Processing Capacity** - How much crude oil can the refinery process per day (current maximum capacity)? What is your permitted processing capacity?

3. **Reserve Storage (Crude Oil)** – How much reserve crude oil storage capacity do you need to maintain operations during turnarounds, maintenance, etc. as a ratio to maximum daily processing capacity?

4. **Reserve Storage (Compressed Gas)** – What compressed gas storage capacity do you need to fill one ship. How many ships/year do you sent out per year? How many ships/year do you propose to send out per year?

5. **Number of Ships** - Does your aquatic land lease, state or federal permit limit the number of ships that visit your pier every year? If so, what is that limit?

6. **Infrastructure Limitations** - Are you limited by the current infrastructure at the site?

7. **Addressing Impacts** - How do you plan to address impacts on the local community’s transportation systems and public safety with increase of your business activities?

Please provide answers to similar questions provided to other jurisdictions in Washington.

Are there any other issues of which you would like to make Council aware related to insurance, product storage, and/or refining?
### Clearances
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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 |

### 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:
10.23.2018: Discussed

### Council Action:
10/23/2018: Substitute Introduced 4-2, Donovan and Browne opposed
11/7/2018: Held and referred to COTW 5-2, Brenner and Byrd opposed

### 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 WHATCOM COUNTY CODE CHAPTER 24.11, DRINKING WATER

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 Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that 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: ________________________
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 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 County shall allow the applicant to 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. The applicant requested in writing a denial of service decision from said water association and has not received back a completed and signed WCHD denial form or other written response denying service within thirty (30) days of the request, and 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 application is 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 is not an application for a short subdivision; and
c. The proposed use is otherwise consistent with Title 20 of the Whatcom County Code, and

d. As of the date of application for director approval of evidence of adequate water, 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.

E. 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.

F. 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.

WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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Date: 1/20/18

TITLIE OF DOCUMENT:

Award Presentation by Washington State Department of Transportation to Public Works for the Whatcom County, Potter Road/South Fork Nooksack River Bridge # 148 Replacement

ATTACHMENTS:

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

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

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

Presentation of WSDOT 2018 Awards of Excellence – Best County Project – Whatcom County, Potter Road/South Fork Nooksack River Bridge # 148 Replacement

  a) WSDOT’s Kathleen Davis (Local Programs Director) and Daniel Mathis will present a plaque to Whatcom County Engineer, Joe Rutan.
  b) Joe will recognize others on the project team include contractor, consultant and county staff.
  c) Whatcom County staff will bring some photos on a flash drive that will show some before and after bridge photos. They will put those on the overhead screens.
  d) Estimated time frame is 10 minutes.

COMMITTEE ACTION:

COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
WHATCOM COUNTY COUNCIL
Special Committee of the Whole

November 7, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 3:37 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: None.

COMMITTEE DISCUSSION

1. BUDGET WORK SESSION – CONTINUED DISCUSSION AND FORMULATION OF 2019-2020 BUDGET RECOMMENDATIONS (AB2018-305)

The following staff answered questions throughout the meeting:

- Jack Louws, Executive
- Tyler Schroeder, Deputy Executive
- Jeff Parks, Sheriff’s Office
- Brad Bennett, Administrative Services Department

Louws submitted his recommendation for the Council’s budget request (on file) and gave a staff report on potential alternative sources of funds for the changes the councilmembers approved at its meeting on November 6:

- Behavioral Health fund for Domestic Violence and Sexual Assault Services (DVSAS) offender treatment
- Low-Income Housing fund for the Sean Humphrey House
- A grant for shorelines could offset the cost for the Climate Advisory Committee in an amount of $50,000
- Conservation futures for the Purchase of Development Rights (PDR) Advisory Committee
- Homeless Housing fund for the outdoor storage project
- Behavioral Health fund for youth and homeless identification
- Encourage the Sheriff to assign a deputy to east county with existing allocated full-time equivalent (FTE) employees
- The remaining changes would be funded from the general fund

Councilmembers and staff discussed additional sheriff deputies; a grant to update the shoreline management plan (SMP); alternative funding for the Climate Advisory Committee; the possibility of incorporating the Parks Department into the Public Works Department, eliminating Parks Department upper management, and retaining front line
staff; funding Sheriff deputies from the parks fund, behavioral health fund, and solid waste fund; funding for outdoor storage for the homeless; additional investments in public safety; increasing property tax by a half percent; potential alternative funding for a Sheriff deputy; and the process for an area to become incorporated to a city.

Donovan moved to approve the change in funding source to the DVSAS.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Buchanan, Brenner, Browne, Donovan and Sidhu (6)
Nays: Byrd (1)

Donovan moved to fund the Climate Committee in the amount of $50,000 with the understanding it may go to $75,000 from the general fund, with the offset of a $75,000 grant from the Department of Ecology.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Buchanan, Brenner, Browne, Donovan and Sidhu (6)
Nays: Byrd (1)

(Clerk’s Note: Councilmember Buchanan left the meeting.)

Brenner moved to amend the Community Wildfire program to $25,000 per year.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, and Donovan (4)
Nays: Byrd and Sidhu (2)
Absent: Buchanan (1)

Browne moved to fund outdoor storage from the homeless housing fund in the amount of $20,000 for 2019.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Donovan, Byrd and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

Browne submitted a handout (on file) and moved to remove the additional Sheriff’s deputy.

The motion was seconded.

The motion failed by the following vote:
Ayes: Browne, Donovan and Sidhu (3)
Nays: Byrd, Brenner, and Ballew (3)
Absent: Buchanan (1)

Byrd moved that the additional Sheriff’s deputy FTE be assigned as a neighborhood program deputy who spends the majority, 51 percent or more, of the patrol hours in the east county.

The motion was seconded.

The motion carried by the following vote:
Ayes: Byrd, Brenner, Ballew, Browne, and Sidhu (5)
Nays: None (0)
Absent: Donovan (out of the room) and Buchanan (2)

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 5:05 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
Committee Of The Whole

November 15, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 12:00 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Tim Ballew, Barbara Brenner, Rud Browne, Todd Donovan, and Satpal Sidhu
Absent: Tyler Byrd and Barry Buchanan

COMMITTEE DISCUSSION

1. UPDATE ON NEGOTIATIONS REGARDING COLLECTIVE BARGAINING (AB2018-018)

Attorney Present: None

Browne stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.410(4)(a). Executive session will conclude no later than 12:30 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 12:30 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, and Donovan (4)
Nays: None (0)
Absent: Sidhu (out of the room) and Tyler Byrd and Barry Buchanan (3)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 12:30 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 12:37 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Todd Donovan, and Satpal Sidhu.

Absent: Tyler Byrd.

COMMITTEE DISCUSSION

1. BUDGET WORK SESSION – CONTINUED DISCUSSION AND FORMULATION OF RECOMMENDATIONS ON THE PROPOSED 2019-2020 WHATCOM COUNTY BUDGET (AB2018-305)

The following staff answered questions throughout the meeting:

- Jack Louws, Executive
- Tyler Schroeder, Deputy Executive
- Jeff Parks, Sheriff’s Office

Louws submitted a handout of the Council’s 2019/2020 budget requests so far (on file). He reported on the specific funds other than the General fund from which some of the requests can be funded, potential cuts in other areas from the general fund, and the potential for raising property tax.

Schroeder continued the report on potential cuts in other areas from the general fund.

Staff and councilmembers discussed the proposed changes from the Executive, salaries for councilmembers and the Executive, transparently tracking the costs of jail repairs, additional full-time equivalent (FTE) deputies in the Sheriff’s Office, maintaining capital funds through a .5 or 1 percent tax increase, and the possibility of creating a ten-year capital projects plan that is updated every year or two.

Brenner moved to incorporate the Parks Department into the Public Works Department, eliminate Parks Department upper management, and retain front line staff.

The motion was seconded.
Councilmembers and staff discussed the timing of and process for eliminating an entire department and creating a Parks division within the Public Works Department.

The motion failed by the following vote:

**Ayes:** Brenner (1)

**Nays:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Absent:** Byrd (1)

**Brenner moved** to not create another solid waste fund staff person in the Health Department, do not purchase a solid waste companion vehicle for staff since it won't be necessary, and do create a yearly solid waste exemption fine on people who are not following the exemption process.

The motion was seconded.

Councilmembers and staff discussed a solid waste exemption process and enforcement and fines for noncompliance.

The motion failed by the following vote:

**Ayes:** Brenner (1)

**Nays:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Absent:** Byrd (1)

Brenner moved to not reinstate the Assessor Drafter/GIS Technician position unless and until the county is confident the budget can afford it. The motion was not seconded.

Staff and councilmembers discussed the cost of the new Vactor truck and equipment storage building; the addition of the community wildfire risk reduction line item; and the Treasurer’s Request for software maintenance costs and postage.

**Brenner moved** to approve software maintenance contracts increases for the Treasurer in the amount of $9,140 in 2020 and $12,300 in 2020.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Donovan, Buchanan and Sidhu (6)

**Nays:** None (0)

**Absent:** Byrd (1)

Councilmembers and staff discussed tracking solid waste exemptions, the impact of wage increases and the Sheriff’s deputy position, and measuring improvements.

Buchanan moved to recommend the changes as discussed as submitted with the one approved amendment from today’s meeting. Browne seconded the motion, and then withdrew his second to the motion.

**Browne moved** to approve the additional Sheriff’s deputy in 2020 only in the amount of $193,100.
The motion was seconded.

Councilmembers and staff discussed the Sheriff’s Office ability to add a deputy to the east County area to improve Sheriff’s coverage.

**Browne withdrew** his motion until they get more information from the Sheriff’s Office.

**Browne moved** to recommend the changes as discussed as submitted with the one approved amendment from today’s meeting.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Donovan, Buchanan and Sidhu (6)

**Nays:** None (0)

**Absent:** Byrd (1)

**Donovan moved** to approve a .5 percent increase in the property tax.

The motion was seconded.

Councilmembers discussed whether they should fund operations with a tax increase.

The motion failed by the following vote:

**Ayes:** Donovan and Buchanan (2)

**Nays:** Ballew, Browne, Brenner and Sidhu (4)

**Absent:** Byrd (1)

**Browne moved** to request the administration to create a supplemental to the proposed budget to be distributed before next week’s public hearing as a substitute ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Donovan, Buchanan and Sidhu (6)

**Nays:** None (0)

**Absent:** Byrd (1)

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 2:25 p.m.
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

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
Committee Of The Whole

November 20, 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: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd
Donovan, and Satpal Sidhu
Absent: Tim Ballew

COMMITTEE DISCUSSION

1. DISCUSSION WITH PUBLIC WORKS STAFF REGARDING A POTENTIAL PROPERTY
ACQUISITION FOR THE FLOOD CONTROL ZONE DISTRICT (COUNCIL ACTING AS THE
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS)
(AB2018-018)
Attorney Present: None

Browne stated that discussion of agenda item one may take place in executive
session pursuant to RCW 42.30.110 (1) (b). 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: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 1:30 p.m.

The Council approved these minutes on ______ 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

November 20, 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


Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Councilmembers thanked Councilmember Ballew for his service on the Whatcom County Council.

MINUTES CONSENT

Buchanan moved to approve the Minutes Consent items.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

1. SPECIAL COMMITTEE OF THE WHOLE (BUDGET) FOR OCTOBER 30, 2018

2. SPECIAL COMMITTEE OF THE WHOLE (BUDGET) FOR NOVEMBER 6, 2018

3. COMMITTEE OF THE WHOLE FOR NOVEMBER 7, 2018

4. COUNTY COUNCIL FOR NOVEMBER 7, 2018

PUBLIC HEARINGS

1. RESOLUTION AUTHORIZING THE LEVY OF TAXES FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2019 (COUNCIL ACTING AS
THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-315)

Browne opened the public hearing, and hearing no one, closed the public hearing.

**Donovan moved** to approve the resolution.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

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2. RESOLUTION ADOPTING THE 2019 BUDGET FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND SUBZONES (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-316)

Browne opened the public hearing, and the following person spoke:

Karlee Deatherage, Planning Unit Environmental Caucus Representative, spoke about funding for a water use efficiency and conservation program.

Hearing no one else, Browne closed the public hearing.

**Brenner moved** to approve the resolution.

The motion was seconded.

Jack Louws, County Executive, answered questions.

Councilmembers and staff discussed the budget request, how to give direction to the Planning Unit to prioritize conservation efficiency, and the expenses exceeding the revenue.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)

**Nays:** Byrd (1)

---


Browne opened the public hearing, and hearing no one, closed the public hearing.

**Brenner moved** to approve the resolution.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)
4. ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR CONSERVATION
   FUTURES PURPOSES FOR 2019 (AB2018-327)

Browne opened the public hearing, and hearing no one, closed the public hearing.

_Brennan moved_ to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

5. ORDINANCE AUTHORIZING THE LEVY OF 2019 PROPERTY TAXES FOR
   COUNTY ROAD PURPOSES (AB2018-328)

Browne opened the public hearing, and hearing no one, closed the public hearing.

_Brennan moved_ to adopt the ordinance.

The motion was seconded.

Councilmembers discussed the revenue challenges.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Sidhu (6)

**Nays:** Donovan (1)

6. ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTYWIDE
   EMERGENCY MEDICAL PURPOSES FOR 2019 (AB2018-329)

Browne opened the public hearing, and hearing no one, closed the public hearing.

_Brennan moved_ to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

7. ORDINANCE LIMITING THE 2019 GENERAL FUND PROPERTY TAX LEVY
   (AB2018-330)

Browne opened the public hearing, and hearing no one, closed the public hearing.

_Brennan moved_ to adopt the ordinance.

The motion was seconded.
Councilmembers discussed the property tax levy rate.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Sidhu (6)
Nays: Donovan (1)

8. ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON FOR THE YEAR 2019 (AB2018-331)

Browne opened the public hearing, and hearing no one, closed the public hearing.

Buchanan moved to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

9. ORDINANCE AUTHORIZING THE 2019 WHATCOM COUNTY UNIFIED FEE SCHEDULE (AB2018-332)

Browne opened the public hearing, and hearing no one, closed the public hearing.

Donovan moved to adopt the ordinance.

The motion was seconded.

Jack Louws, County Executive, answered questions.

Councilmembers and staff discussed fee increases; the process for amending the schedule; and reviewing the schedule, including the jail fees, early in 2019.

Byrd moved to refer to committee.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Ballew, Byrd, and Sidhu (4)
Nays: Buchanan, Donovan, and Browne (3)

Councilmembers and staff discussed the timeline for reviewing the schedule.

10. ORDINANCE ADOPTING OF THE FINAL 2019-2020 WHATCOM COUNTY BUDGET (AB2018-305A)

Jack Louws, County Executive, gave a staff report on the substitute ordinance with technical corrections.
Browne opened the public hearing, and hearing no one, closed the public hearing.

**Donovan moved** to adopt the substitute ordinance, including the technical corrections.

The motion was seconded.

**Brenner moved** to amend to dissolve the Parks Department and incorporate the Parks Department as a division of the Public Works Department.

The motion was seconded.

The motion to amend failed by the following vote:

**Ayes:** Brenner and Byrd (2)

**Nays:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Councilmembers thanked the administration for collaborating with the Council on its amendments and spoke on whether an additional staff person for the solid waste program is necessary and escalating costs due to staff expenses.

**Brenner moved** to amend to cut the additional solid waste staff position.

The motion was seconded.

The motion to amend failed by the following vote:

**Ayes:** Brenner and Byrd (2)

**Nays:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Councilmembers discussed tracking all the money that will be spent on repairing the jail, including additional staffing costs.

**Brenner moved** to remove the recommended additional personnel in the Assessor’s Office.

The motion was seconded.

The motion to amend failed by the following vote:

**Ayes:** Brenner and Byrd (2)

**Nays:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Councilmembers discussed making cuts to the budget and whether the current spending level is sustainable.

The motion to adopt the substitute ordinance carried by the following vote:

**Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Brenner and Byrd (2)
OPEN SESSION

The following people spoke:

- Theresa Sygitowicz submitted a handout (on file) and spoke about the Sheriff’s Office budget and staffing level.
- Hanna Holt, Laborer’s Local 292, spoke about protecting Cherry Point businesses.
- Alison Calder spoke about garbage service in Point Roberts.
- DeeDee Wilson spoke about protecting Cherry Point businesses.
- Louise Cassidy spoke about garbage service in Point Roberts.
- Ken Calder spoke about garbage service in Point Roberts.
- Rochelle Hollowell spoke about increasing law enforcement presence in Kendall through an additional deputy in the County budget.
- Ivy Little spoke about increasing law enforcement presence in Kendall.

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through eight.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Byrd (out of the room) (1)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND LYDIA PLACE TO PROVIDE FUNDING FOR CASE MANAGEMENT AND SUPPORTIVE SERVICES TO THOSE INDIVIDUALS RECEIVING RENTAL SUBSIDIES THROUGH THE WHATCOM HOMELESS SERVICE CENTER IN ORDER TO IMPROVE HOUSING STABILITY AND REDUCE HOMELESSNESS IN WHATCOM COUNTY, IN THE AMOUNT OF $18,700, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $343,120 (AB2018-336)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST YOUTH SERVICES TO PROVIDE FUNDING FOR PERSONNEL COSTS ESSENTIAL TO FACILITY OPERATIONS OF THE NORTHWEST YOUTH SERVICES POSITIVE ADOLESCENT DEVELOPMENT PROGRAM EMERGENCY SHELTER, IN THE AMOUNT OF $115,000 (AB2018-337)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #18-37 AND ENTER INTO A CONTRACT WITH LOW BIDDER BLYTHE PLUMBING & HEATING FOR THE CENTRAL SHOP NORTH END EXHAUST SYSTEM UPGRADE PROJECT, IN THE AMOUNT OF $113,228.43 (AB2018-338)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF
REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ACCEPT SUNLIFE STOP-LOSS POLICY RENEWAL OPTION 1 FOR INSURANCE PROTECTION FOR THE SELF-INSURED MEDICAL PROGRAM FOR 2019 (AB2018-342)

REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND SANITARY SERVICE COMPANY FOR ACCESS EASEMENTS AND THE USE AND OCCUPLANY OF THE CLOSED CEDARVILLE AND BIRCH BAY LANDFILL SITES TO PROVIDE CITIZENS OF THE COUNTY THE OPPORTUNITY TO RECYCLE AND DISPOSE OF SELF-HAULED WASTE, IN THE AMOUNT OF $6,000 OVER FIVE YEARS PLUS STATE LEASEHOLD TAX OF 12.84% (AB2018-343)

REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND SKAGIT COUNTY TO PROVIDE FUNDING TO SKAGIT COUNTY PUBLIC HEALTH TO SUPPORT THEIR PARTICIPATION IN PLANNING AND IMPLEMENTING REGIONAL YOUTH MARIJUANA PREVENTION STRATEGIES AND ACTIVITIES, IN THE AMOUNT OF $26,000 (AB2018-345)

REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND PEACE HEALTH FOR THE PROVISION OF OFFICE SPACE FOR EMS ADMINISTRATION STAFF (AB2018-346)

ORDINANCE ADOPTING AMENDMENTS TO THE PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM (FROM 9/11) (AB2018-235)

Donovan reported for the Natural Resources Committee and moved to adopt the ordinance.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)
Nays: Byrd (1)

ORDINANCE AMENDING THE 2018 WHATCOM COUNTY BUDGET, FOURTEENTH REQUEST, IN THE AMOUNT OF $5,501,518 (AB2018-318)

Sidhu 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, Donovan, and Sidhu (7)
Nays: None (0)
3. ORDINANCE ESTABLISHING THE LAW LIBRARY/ELECTIONS REMODEL FUND AND ESTABLISHING A PROJECT BASED BUDGET TO REMODEL THE LAW LIBRARY/ELECTIONS SPACE (AB2018-319)

Sidhu 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, Donovan, and Sidhu (6)
Nays: Byrd (1)

4. ORDINANCE AMENDING THE TRIAGE CENTER EXPANSION PROJECT BUDGET (AS ESTABLISHED THROUGH ORDINANCE 2017-046), SECOND REQUEST (AB2018-320)

Sidhu 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, Donovan, and Sidhu (7)
Nays: None (0)

5. ORDINANCE ESTABLISHING THE NORTH LAKE SAMISH ROAD BRIDGE NO. 107 REPLACEMENT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE NORTH LAKE SAMISH ROAD BRIDGE NO. 107 REPLACEMENT FUND, CRP #913006 (AB2018-321)

Sidhu 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, Donovan, and Sidhu (7)
Nays: None (0)

6. ORDINANCE ESTABLISHING THE MARINE DRIVE/LOCUST AVE. TO ALDERWOOD AVE. RECONSTRUCTION FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE MARINE DRIVE/LOCUST AVE. TO ALDERWOOD AVE. RECONSTRUCTION FUND, CRP #917001 (AB2018-322)

Sidhu 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, Donovan, and Sidhu (7)
Nays: None (0)

7. ORDINANCE AMENDING THE SILVER LAKE PARK IMPROVEMENTS PROJECT BUDGET (ESTABLISHED THROUGH ORDINANCE 2014-077), FIRST REQUEST (AB2018-324)
Sidhu 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, Donovan, and Sidhu (7)

**Nays:** None (0)

8. **ORDINANCE ESTABLISHING THE VACTOR TRUCK STORAGE BUILDING FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE VACTOR TRUCK AND EQUIPMENT STORAGE BUILDING (AB2018-325)**

Sidhu 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, Donovan, and Sidhu (7)

**Nays:** None (0)

9. **ORDINANCE ESTABLISHING THE PUBLIC SAFETY RADIO SYSTEM FUND AND ESTABLISHING A PROJECT BASED BUDGET TO REPLACE THE CURRENT PUBLIC SAFETY RADIO SYSTEM (AB2018-326)**

Sidhu 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, Donovan, and Sidhu (7)

**Nays:** None (0)

10. **RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE (THROUGH PARKS DIRECTOR MICHAEL MCFARLANE) TO MAKE APPLICATION AND ENTER INTO A GRANT AGREEMENT WITH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE FOR FUNDING THROUGH THE NONHIGHWAY AND OFF-ROAD VEHICLE ACTIVITIES PROGRAM FOR TRAIL DEVELOPMENT AT SOUTH FORK PARK, IN THE AMOUNT OF $200,000 (AB2018-334)**

Sidhu reported for the Finance and Administrative Services Committee and **moved**
to approve the resolution.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

11. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND THE WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE TO ESTABLISH AND DEFINE THE OBLIGATIONS AND RESPONSIBILITIES RELATED TO ONGOING MAINTENANCE AND REPAIR OF THE MARINE DRIVE LEVEE AND TO SECURE A COST SHARE FOR THE MARINE DRIVE LEVEE REPAIR PROJECT, IN THE AMOUNT OF $30,000 (COUNCIL...**
ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
BOARD OF SUPERVISORS) (AB2018-335)

Sidhu reported for the Finance and Administrative Services Committee and moved
to approve the request.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

12. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A
GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON
STATE DEPARTMENT OF COMMERCE FOR THE ACUTE DETOX FACILITY
PROJECT, IN THE AMOUNT OF $1,950,000 (AB2018-340)

Sidhu reported for the Finance and Administrative Services Committee and moved
to approve the request.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

13. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A
GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON
STATE DEPARTMENT OF COMMERCE FOR THE MENTAL HEALTH VOLUNTARY
TRIAGE CENTER CONSTRUCTION PROJECT, IN THE AMOUNT OF $4,950,000
(AB2018-341)

Sidhu reported for the Finance and Administrative Services Committee and moved
to approve the request.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

14. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A
CONTRACT BETWEEN WHATCOM COUNTY AND CANDO RECYCLING TO
IMPLEMENT REQUIREMENTS TO COLLECT A FEE FOR SERVICE ON THE POINT
ROBERTS PROPERTY TAX BILLS AND REMIT THE FEE FOR SERVICE TO THE
SERVICE PROVIDER AS INVOICED ON AN EVERY OTHER MONTH BASIS, IN
AN AMOUNT NOT TO EXCEED $475,000 (AB2018-344)

Sidhu reported for the Finance and Administrative Services Committee and moved
to approve the request.

Councilmembers discussed recycling incentives.

Brenner moved to hold in Council.

The motion was seconded.
The motion to hold in Council failed by the following vote:

**Ayes:** Brenner and Byrd (2)

**Nays:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Jeff Hegedus, Health Department, answered questions.

Councilmembers and staff discussed a 60-day comment period from the Utilities and Transportation Commission (UTC) and the frequency of required pickup.

Allison Calder answered questions about comment periods and public notices.

Karen Frakes, Prosecutor’s Office, answered questions.

The motion to approve the request carried by the following vote:

**Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Brenner and Byrd (2)

15. **RESOLUTION APPROVING RECOMMENDATIONS ON APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT (AB2018-313) (FROM 11/7)**

Byrd reported for the Planning and Development Committee and moved to approve the substitute resolution.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. **APPOINTMENT TO FILL VACANCY ON THE WHATCOM COUNTY PLANNING COMMISSION, PARTIAL TERM EXPIRES 1/31/2021 (APPLICANT MUST RESIDE IN WHATCOM COUNTY COUNCIL DISTRICT 1 OR 2), APPLICANTS: STEPHEN JACKSON, NICK MOSS (AB2018-306)**

Donovan nominated both applicants.

Councilmembers discussed the qualifications of the applicants.

Ballew voted for Nick Moss.

Brenner voted for Moss.

Browne voted for Stephen Jackson.

Buchanan voted for Jackson.

Byrd voted for Moss.
Donovan voted for Jackson.

Sidhu voted for Jackson.

The Council appointed Stephen Jackson.

2. APPOINTMENT TO FILL VACANCY ON THE WHATCOM COUNTY LUMMI ISLAND FERRY ADVISORY COMMITTEE, VACANCY IS FOR A RESIDENT OR PROPERTY OWNER ON LUMMI ISLAND OR COUNTY RESIDENT WHO DOES NOT LIVE OR OWN PROPERTY ON LUMMI ISLAND (PARTIAL TERM ENDING 1/31/2019), APPLICANT: JUDY OLSEN (AB2018-308)

Donovan moved to appoint Judy Olsen.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF SARAH SPRITZER TO THE WHATCOM COUNTY PUBLIC DEFENSE ADVISORY COMMITTEE (AB2018-349)

Brenner moved to confirm the appointment.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

APPROVAL OF COMPREHENSIVE PLAN AMENDMENT

1. ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATING TO CAPITAL FACILITIES (AB2018-282)

Buchanan moved to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)
INTRODUCTION ITEMS

Buchanan moved to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

Nays: None (0)

1. RECEIPT OF APPLICATION FOR THE WHATCOM COUNTY DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT ADVISORY COMMITTEE, APPLICANT: HEATHER CHRISTIANSON (APPLICATION DEADLINE FOR ANY OTHER APPLICANTS TO THIS VACANCY IS 10 A.M., NOVEMBER 27, 2018) (AB2018-333)

2. ORDINANCE AMENDING THE 2018 WHATCOM COUNTY BUDGET, FIFTEENTH REQUEST, IN THE AMOUNT OF $314,598 (AB2018-347)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER 2.78, SOLID WASTE ADVISORY COMMITTEE (AB2018-351)

4. ORDINANCE AMENDING WHATCOM COUNTY CODE 2.03, BOARDS AND COMMISSIONS (AB2018-350)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs reported for the committee meetings.

Browne announced there was discussion with Public Works staff regarding a potential property acquisition for the Flood Control Zone District (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors) (AB2018-018) in executive session during the Committee of the Whole meeting.

Donovan moved to authorize the County Executive, acting on behalf of the Whatcom County Flood Control Zone District Board of Supervisors, to execute an extension to an existing option agreement to purchase property as discussed in executive session.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

Nays: None (0)

Donovan moved to authorize the County Executive, acting on behalf of the Whatcom County Flood Control Zone District Board of Supervisors, to move forward with and complete acquisition of the property as long as the purchase price of property does not exceed the amount discussed in executive session.
The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)

**Nays:** Byrd (1)

**Brenner** reported for the Public Works and Health Committee on the **regulatory update from Puget Sound Energy (AB2018-348).** She **moved** to approve a letter of support to the Utilities and Transportation Commission (on file) supporting Puget Sound Energy's Electric Vehicle Outreach and Pilot Project Plan.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

Councilmembers discussed the **Public Health Advisory Board seeking support to move forward with a proposal for a resolution to stand in support of immigrant families in Whatcom County (AB2018-312).**

**Browne moved** to send of letter of support from the Council to respond to the federal government comment period to support continuation of providing benefits to everyone, regardless of legal immigration status.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Brenner (1)

**Absent:** Byrd (out of the room) (1)

Councilmembers gave updates on recent activities and upcoming events, spoke about setting a fishing harvest goal, and thanked Councilmember Ballew for his service on the County Council.

**ADJOURN**

The meeting adjourned at 9:10 p.m.

The County Council approved these minutes on ______, 2018.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
WHATCOM COUNTY COUNCIL  
Special Committee of the Whole  
November 27, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 3:32 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Rud Browne, Barry Buchanan, Todd Donovan, Tyler Byrd, and Satpal Sidhu  
Absent: Tim Ballew and Barbara Brenner

COMMITTEE DISCUSSION

1. REQUEST FOR COUNCIL SUPPORT OF DEPARTMENT OF ECOLOGY’S CAPITAL BUDGET REQUEST FOR THE FLOODPLAINS BY DESIGN PROGRAM (AB2018-015)

Buchanan moved to approve the request.

The motion was seconded.

Paula Harris, Public Works Department, answered questions.

The motion carried by the following vote:  
Ayes: Browne, Buchanan, Byrd, Donovan, and Sidhu (5)  
Nays: None (0)  
Absent: Ballew and Brenner (2)

OTHER BUSINESS

Public Health Advisory Board seeking support to move forward with a proposal for a resolution to stand in support of immigrant families in Whatcom County (AB2018-312)

Browne stated he will bring forward a proposed letter on behalf of the Board of Health to the next meeting.

Councilmembers discussed the benefits and detriments of the letter and immigration policy in the United States.
ADJOURN

The meeting adjourned at 3:43 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 AGENDA BILL**

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**TITLE OF DOCUMENT:**
Appointment to fill vacancy on the Drayton Harbor Shellfish Protection District

**ATTACHMENTS:**
Application

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

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

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

Applicant: Heather Christianson
3 vacancies – 4 year terms. Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District.

Applications due November 27, 2018 by 10:00 a.m.

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

11/20/2018: Introduced 7-0

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
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     Heather
Last Name      Christianson
Date           11/5/2018
Street Address 3619 Loomis Trail Rd
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 360-440-6686
Secondary Telephone Field not completed.
Email Address   beetilyng@gmail.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Drayton Harbor Shellfish Protection District Advisory Committee</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 5</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>Yes</td>
</tr>
</tbody>
</table>

**If yes, please explain**

I serve as vice chair on the Board of Supervisors for the Whatcom Conservation District. This is an unpaid volunteer position, but the Conservation District works closely with the County on projects and programs. Some of these include financial support from the county.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

**Resume 2018 for county committee appointment.pdf**

9. Please describe your My experience includes working closely with diverse
occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

10. Please describe why you’re interested in serving on this board or commission

I grew up crabbing off the Blaine dock with my grandmother. She would walk along Semiahmoo Spit and shuck oysters off the beach. I believe strongly in the work that this advisory committee has done to help improve and protect water quality, and admire the efforts that have been made to form strong partnerships that will help continue to move those efforts forward into the future. I am interested in and committed to helping continue that work.

References (please include daytime telephone number):

George Boggs, Executive Director - Whatcom Conservation District | 360-526-2381 x115

Signature of applicant: Heather Christianson

Place Signed / Submitted: Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.
HEATHER CHRISTIANSON  
3619 Loomis Trail Rd | Blaine, WA 98230 | Ph: 360-440-6686

SUMMARY

Dynamic, dedicated team player with over 10 years of experience assisting, directing and leading teams in the fields of Higher Education, Non-profit Management, Asset Management and Professional Philanthropy; a quick learner, with strong interpersonal, organizational and communication skills; highly effective at cultivating and maintaining professional relationships with diverse constituencies; interested in making a positive contribution to our community.

PROFESSIONAL EXPERIENCE

2014-current  Western Washington University  Bellingham, WA  
8/2017 to current  Program Support Supervisor 2, Enrollment and Student Services  
Registrar’s Office

- Act in a supervisory role for each commencement, managing staff, making decisions and troubleshooting issues.
- Assist in planning, implementing, and evaluating institutional policies relating to commencement and help implement new commencement procedures.
- Advise students, staff, commencement participants, and public regarding commencement policy and procedures, develop and recommend alternative courses of action when appropriate.
- Act as a liaison between the program and outside organizations.
- Create targeted messaging to the student community.
- Coordinate with Registrar’s Office and Alumni Relation’s staff.

4/2014 to 8/2017  Program Support Supervisor 2, University Advancement  
Alumni Relations

- Provide administrative support for the WWU Alumni Association Board of Directors and their committees.
- Provide program and administrative support for the Assistant Vice President and staff of Alumni Relations, Annual Giving and University Advancement Marketing & Communications.

2009-2014  America SCORES Seattle  Seattle, WA

4/2010 to 3/2014  Program Director
6/2009 to 4/2010  Program Assistant

- Oversee the implementation of a school-based afterschool program that combines soccer, creative writing through poetry and community service-learning for 260 k-5th graders in Seattle Public Schools.
- Recruit, train, and maintain communication with SCORES’s creative writing teachers, soccer coaches and volunteers.
- Continuously develop and improve creative writing and soccer curricula in conjunction with other America SCORES affiliates across the United States.
- Communicate effectively and clearly with parents, school officials, and community organizations.
- Develop program outcome reports based on student assessments.
- Organize SCORES program events, including soccer tournaments, poetry slams, college field trips, and other program events.
- Create, edit, and mail communications with donors and SCORES families.
- Identify other organizations to develop partnerships that help maintain and improve SCORES programs.
• Represent SCORES citywide (and nationally) to other educational and soccer organizations and at conferences.
• Develop and coordinate fundraising events, such as annual auction, monthly cultivation events, annual corporate soccer tournament and online fundraising campaigns.
• Manage website, blog, Facebook and Twitter accounts.
• Inform and advise Board of Directors and Executive Director on America SCORES programming.

2004-2009    Kennedy Associates Real Estate Counsel    Seattle, WA
Executive Assistant
• Provide executive-level administrative support to various Vice Presidents and Senior Vice Presidents within the Asset Management group with a demonstrated ability to improve procedures and meet demanding deadlines.
• Provide support for the Administrative Team as required.
• Organize the details of travel arrangements, including researching the most cost effective options within specific time constraints.
• Plan and coordinate committee meetings inclusive of several departments within the company.
• Manage special projects, including directing office assistant support for each project.

2000-2004    Samis Foundation    Seattle, WA
Grant Administrator
• Manage grant-giving process for private foundation providing over $3.4M in support of Jewish education in the State of Washington and various projects in the State of Israel.
• Coordinate staff support to sixteen-person board of directors and their committee meetings.
• Plan, organize and implement special events including annual board meetings, strategic planning retreats, and local community events.
• Design and manage filing system for current and archived information.
• Track current and past grants as well as maintain archived information and current files.
• Respond appropriately to requests for grant applications.

EDUCATION

1994-1999    Western Washington University    Bellingham, WA
B.A., Cultural Anthropology

OTHER PROFESSIONAL EXPERIENCE

Certificate in Grantmaking Basics from PhilanthropyNW
Proficient in various computer programs including Microsoft Word, Excel, PowerPoint and Outlook.
UW Center for Leadership in Athletics

ELECTED EXPERIENCE

Board of Supervisors, Whatcom Conservation District
Precinct Committee Officer, Precinct #114
Vice President, Public School Employees of Western Washington University

VOLUNTEER EXPERIENCE

Chair, Finance and Development Committee (Local Political Party)
Vice Chair, Board of Supervisors (Whatcom Conservation District)
Bargaining Team, PSE of WWU
ADDITONAL COMMUNITY SERVICE

America SCORES - event planning volunteer and photographer
Bridgetown Comedy Festival - volunteer photographer
Compass to Campus - Campus visit volunteer
Peoples Republic of Komedy - Photographer, show promoter, show coordinator, backstage management
Seattle Art Museum - Event volunteer
Seattle Cheese Festival - Festival volunteer
Seattle Sounders FC - Game day fundraising for American Red Cross
UW Center for Leadership in Athletics - Community partner
Week of Comedy Festival - Volunteer photographer
<table>
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<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Executive:</td>
<td>11/27/18</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
**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.)

County Executive Jack Louws requests the confirmation of his appointment of Tara Satushek 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](http://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
Tara

Last Name
Satushek

Date
10/25/2018

Street Address
2522 H 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
360-927-1506

Secondary Telephone
Field not completed.

Email Address
tsatushek@gmail.com

Bicycle/Pedestrian Advisory Committee
Yes

1. Name of Board or Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?

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? 
No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

TSatushek_Resume.doc.pdf – attached.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education 
Professional Land Use and Transportation Planner with the Swinomish Indian Community. I have served on Skagit Council of Governments Technical Advisory Committee and Non-Motorized Advisory Committee from 2008 to 2017 as a Swinomish staff member. In this role I worked with local agencies on regional planning issues including developing and updating Skagit County's Trail Map and Bike Map. Other transportation activities include participating in the development and update of the Regional Transportation Plan and Human Services Transportation Plan.

My experience in local and regional transportation planning, passion of multi-modal transportation, and life-long residency of Whatcom County give the insight to provide meaningful input to the Bicycle / Pedestrian Advisory Committee.

10. Please describe why you're interested in serving on this board or commission

References (please include daytime telephone number):
Zam DeShields, Swinomish Planning Director 360-853-6586  
Ed Knight, Former Swinomish Planning Director 360-840-3715

Signature of applicant:
Tara Satushek

Place Signed / Submitted
Bellingham, WA
Tara Satushek, AICP
tsatushek@gmail.com | 360-927-1506 | 2522 H Street Bellingham, Washington

Experience

Swinomish Indian Tribal Community- 2007-Present
Office of Planning and Community Development
La Conner, Washington

Senior Planner
2015-Present
- Instrumental in procuring and managing contractual services to support planning and development activities and projects.
- Duties include preparing, implementing, and managing department grants with state and federal agencies.
- Department lead for developing and managing program budgets and expenditures for multiple department programs.

Associate Planner
2009-2013
- Worked directly with the public, providing assistance for permitting and land use policies.
- Updated and maintained permitting and transportation project information databases.
- Coordinated projects between multiple internal departments.
- Received American Institute of Certified Planners accreditation through the American Planning Association.
- Lead grant writer for multiple state and federal grants that were successfully awarded. Example includes a $750,000 multi-jurisdictional transportation grant.

Planning Intern
2007-2009
- Transitioned the local road inventory paper file system to an online federal database.
- Developed a digital geographic Residential Buildable Lands Inventory for Swinomish Reservation regulatory areas.
- Created a demographic profile for the Swinomish Tribal Community.

Skills

Communication and Interpersonal
- Effective at problem solving and resourcefulness.
- Ten plus years of proven ability to work independently and in a team setting.
- Flexible and adaptive, able to work with a variety of audiences.

Technical
- Experienced in Microsoft Office.
- Data entry, records maintenance, report generation.
- Technical writing.

Education

Western Washington University
B.A. Bachelor of Arts in Environmental Studies
2007

Whatcom Community College
A.A. Associate in Arts Degree
2005

Certifications

American Institute of Certified Planners Accreditation
TIE OF DOCUMENT: Appointment to the North Sound Behavioral Health Organization Advisory Board.

ATTACHMENTS: Memorandum from Whatcom County Human Services Staff; Application for Appointment

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.)

County Executive Jack Louvs requests confirmation of his appointment of Kara Mitchell to the North Sound Behavioral Health Organization's Advisory Board

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
FROM:     Jackie Mitchell
DATE:     11/13/18

RE: Nomination to the North Sound Behavioral Organization Health Advisory Board

I am pleased to forward a nomination for the North Sound Behavioral Health Organization Advisory Board.

Kara Mitchell a candidate for membership on the North Sound BHO Advisory Board. Kara has experience with substance use disorders and she and her husband are setting up clean and sober housing for people in recovery in Whatcom County. She is excited and looking forward to her first board appointment.

We highly recommend Kara for appointment to the North Sound BHO Advisory Board.

Thank you for considering this nomination for appointment.
Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name
Kara

Last Name
Mitchell

Date
8/8/2018

Street Address
570 West Lake Samish Drive

City
Bellingham

Zip
98229

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
3609320720

Secondary Telephone
Field not completed.

Email Address
Kara@ascendingopportunities.org

1. Name of Board or Committee
North Sound Behavioral Health Organization

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
Yes

3. Which Council district do you live in?
District 3

4. Are you a US citizen?
Yes

5. Are you registered to vote in Whatcom County?
Yes
6. Have you 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 I am the founder of Ascending Opportunities, which is a nonprofit designed to help people re-define their self-worth and gain a second chance at life, by assisting them with a successful reintegration back into society by providing a supportive recovery lifestyle, clean and sober housing, employment and community resources. I have my Associates and Arts, Business Management, Paralegal Studies Degrees. I have been working with people struggling both in and out of recovery for the last 10+ years.

10. Please describe why you’re interested in serving on this board or commission I love my community. I was born and raised in Whatcom County and had moved down to Seattle to work for another non-profit about 4 years ago that works with people coming out of prison, treatment, etc. It was my dream to move back to my home community and do what I was doing for the community in which I love. This is where my friends and family are, my recovery and support group are based out of and so I have founded my own nonprofit. It is my goal and mission to become more active within my community and spread my experience, strength, hope and knowledge in as many ways as I have the ability to do so and I feel that being a part of this advisory board will allow me to do that.

References (please include daytime telephone number): Jennifer Coleman 360-920-2578 Kara Chanik 360-224-2454 Jackie Mitchell 360-778-6048

Signature of applicant: Kara S. Mitchell

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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<tbody>
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<td>11/27/2018</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Executive:</td>
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</table>

**TITLE OF DOCUMENT:**
Ordinance amending WCC 2.46 Incarceration Prevention & Reduction Task Force

**ATTACHMENTS:**
Ordinance, Exhibit A, Exhibit B, Membership Table

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Ordinance amending Whatcom County Code 2.46, to amend the Whatcom County Incarceration Prevention and Reduction Task Force purpose, function, membership, and organization; to repeal Whatcom County Code 2.19, Law and Justice Council; and to designate the Task Force to serve as the Law and Justice Council

**COMMITTEE ACTION:**

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
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</thead>
<tbody>
<tr>
<td>Related County Contract #:</td>
</tr>
</tbody>
</table>

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
November 28, 2018

TO: Whatcom County Council

FROM: Jill Nixon, Legislative Coordinator

SUBJ: Ordinance amending the Incarceration Prevention & Reduction Task Force (AB2018-352)

The proposed Ordinance will amend Whatcom County Code 2.46, to amend the Whatcom County Incarceration Prevention and Reduction Task Force purpose, function, membership, and organization; to repeal Whatcom County Code 2.19, Law and Justice Council; and to designate the Task Force to serve as the Law and Justice Council (AB2018-352). Revised Code of Washington (RCW) 72.09.300 requires each County to have a Law and Justice Council. Whatcom County’s existing Law and Justice Council has not met since 2008.

The Incarceration Prevention & Reduction Task Force reviewed and suggested amendments to the draft ordinance amending the Task Force at its meeting on November 26, 2018. Those suggested amendments were incorporated into the ordinance being introduced.

Attached is a table of the current Task Force membership, the RCW requirements for Law and Justice Council membership, and the proposed new membership. Also attached is RCW 72.09.300.

Please contact Councilmembers Donovan or Buchanan if you have questions or concerns.
<table>
<thead>
<tr>
<th>Task Force BEFORE</th>
<th>Law and Justice Council</th>
<th>Task Force AFTER</th>
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</thead>
<tbody>
<tr>
<td>PERMANENT (NOT COUNCIL-APPOINTED) MEMBERS:</td>
<td>RCW Requirements</td>
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<tr>
<td>Whatcom County Councilmember;</td>
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<td>One Member of the Whatcom County Council;</td>
</tr>
<tr>
<td>Whatcom County Executive;</td>
<td>county risk manager</td>
<td>Whatcom County Executive;</td>
</tr>
<tr>
<td>Whatcom County Sheriff;</td>
<td>county sheriff</td>
<td>Whatcom County Sheriff / jail administrator</td>
</tr>
<tr>
<td>jail administrator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Prosecuting Attorney;</td>
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<td>Whatcom County Prosecuting Attorney;</td>
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<tr>
<td>County Public Defender Director;</td>
<td>representative of the county’s juvenile court</td>
<td>Whatcom County Public Defender Director;</td>
</tr>
<tr>
<td>county clerk</td>
<td></td>
<td>Juvenile Court Administrator/ Superior Court Clerk</td>
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<tr>
<td>County Superior Court or District Court</td>
<td>representative of the county’s superior court</td>
<td>County Superior Court</td>
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<tr>
<td></td>
<td>representative of the county’s district court</td>
<td>County District Court</td>
</tr>
<tr>
<td>One tribal representative from either the Lummi Nation or the Nooksack Tribe;</td>
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<td>Tribal representation from the Lummi Nation and/or the Nooksack Tribe;</td>
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<td>One representative from the Whatcom County Health Department Human Services;</td>
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<td>One representative from the Whatcom County Health Department Human Services;</td>
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<tr>
<td>North Sound Behavioral Health Organization</td>
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<td>(deleted)</td>
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<tr>
<td>One Representative from the small cities designated by the Small Cities Caucus;</td>
<td></td>
<td>One each of the following, or their representative, to represent municipal courts, police departments, prosecutors, and legislative authorities:</td>
</tr>
<tr>
<td>One Representative of the Bellingham City Attorney or Municipal Court or Police;</td>
<td>• Representative of Municipal Court</td>
<td>• Bellingham Mayor</td>
</tr>
<tr>
<td></td>
<td>• Representative of City legislative authority</td>
<td>• Small City Mayor, designated by the Small City Partnership</td>
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<td></td>
<td>• Municipal Police Dept. representative</td>
<td>• Bellingham Council Member</td>
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<tr>
<td></td>
<td>• Municipal Prosecutor representative</td>
<td>• Small City Council Member, designated by the Small City Partnership</td>
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<tr>
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<td></td>
<td>• Bellingham Police Chief</td>
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<td></td>
<td>• Small City Police Chief, designated by the Small City Partnership</td>
</tr>
<tr>
<td>City of Bellingham Mayor or designee;</td>
<td>secretary of corrections &amp; secretary of corrections designees.</td>
<td>Secretary of the State Department of Corrections and his/her designee;</td>
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<td></td>
<td>Emergency Medical Services (EMS) (moved from appointed to permanent position)</td>
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<tr>
<td></td>
<td></td>
<td>Peace Health St. Joseph (moved from appointed to permanent position)</td>
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# Council-Appointed Members:

<table>
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<th>Position</th>
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<tr>
<td>Emergency Medical Services (EMS)</td>
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<tr>
<td>Peace Health St. Joseph</td>
<td>(See Permanent Positions, above)</td>
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<td>Whatcom Alliance for Health Advancement (WAHA)</td>
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**Total All Members: 24**

**Total All Members: 25**

(26, if both tribes participate)
RCW 72.09.300
Local law and justice council—Rules.

(1) Every county legislative authority shall by resolution or ordinance establish a local law and justice council. The county legislative authority shall determine the size and composition of the council, which shall include the county sheriff and a representative of the municipal police departments within the county, the county prosecutor and a representative of the municipal prosecutors within the county, a representative of the city legislative authorities within the county, a representative of the county’s superior, juvenile, district, and municipal courts, the county jail administrator, the county clerk, the county risk manager, and the secretary of corrections and his or her designees. Officials designated may appoint representatives.

(2) A combination of counties may establish a local law and justice council by intergovernmental agreement. The agreement shall comply with the requirements of this section.

(3) The local law and justice council may address issues related to:
(a) Maximizing local resources including personnel and facilities, reducing duplication of services, and sharing resources between local and state government in order to accomplish local efficiencies without diminishing effectiveness;
(b) Jail management;
(c) Mechanisms for communication of information about offenders, including the feasibility of shared access to databases; and
(d) Partnerships between the department and local community policing and supervision programs to facilitate supervision of offenders under the respective jurisdictions of each and timely response to an offender’s failure to comply with the terms of supervision.

(4) The county legislative authority may request technical assistance in coordinating services with other units or agencies of state or local government, which shall include the department, the office of financial management, and the Washington association of sheriffs and police chiefs.

(5) Upon receiving a request for assistance from a county, the department may provide the requested assistance.

(6) The secretary may adopt rules for the submittal, review, and approval of all requests for assistance made to the department.

[ 2007 c 483 § 108; 1996 c 232 § 7; 1994 sp.s. c 7 § 542; 1993 sp.s. c 21 § 8; 1991 c 363 § 148; 1987 c 312 § 3.]

NOTES:
Findings—2007 c 483: See RCW 72.78.005.
Finding—Intent—Severability—1994 sp.s. c 7: See notes following RCW 43.70.540.
Application—1994 sp.s. c 7 §§ 540-545: See note following RCW 13.50.010.
Effective dates—1993 sp.s. c 21: See note following RCW 82.14.310.
Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

Purpose—1987 c 312 § 3: "It is the purpose of RCW 72.09.300 to encourage local and state government to join in partnerships for the sharing of resources regarding the management of offenders in the correctional system. The formation of partnerships between local and state government is intended to reduce duplication while assuring better accountability and offender management through the most efficient use of resources at both the local and state level."

[ 1987 c 312 § 1.]
ORDINANCE 2018-_______

ORDINANCE AMENDING WHATCOM COUNTY CODE 2.46, TO AMEND THE WHATCOM COUNTY INCARCERATION PREVENTION AND REDUCTION TASK FORCE PURPOSE, FUNCTION, MEMBERSHIP, AND ORGANIZATION; TO REPEAL WHATCOM COUNTY CODE 2.19, LAW AND JUSTICE COUNCIL; AND TO DESIGNATE THE TASK FORCE TO SERVE AS THE LAW AND JUSTICE COUNCIL

WHEREAS, the Whatcom County Council created the Incarceration Prevention and Reduction Task Force (IPRTF) in 2015 to provide recommendations, oversight, and specific timeframes on the development of new, or enhancement of existing, programs designed along a continuum that effectively reduces incarceration of individuals struggling with behavioral health challenges (mental illness and chemical dependency), and minimizes jail use by pretrial defendants who can safety be released; and

WHEREAS, the IPRTF completed its initial tasks and also provided to the County Council its Phase I, Phase II, and Phase III Reports, as required by Ordinance 2015-037 to develop plans for a new or expanded crisis triage center for individuals struggling with behavioral health challenges; and

WHEREAS, the IPRTF continues to work with all stakeholders on creating new and enhancing existing criminal justice and behavioral health programs and processes to reduce the number of individuals with behavioral health challenges who use costly interventions like jail, emergency rooms, and hospitals and to divert them from initial or further justice system involvement; and

WHEREAS, Revised Code of Washington (RCW) 72.09.300 requires counties to have a Law and Justice Council; and

WHEREAS, the existing Whatcom County Law and Justice Council has not met since 2008; and

WHEREAS, the memberships of the IPRTF and Law and Justice Council are similar, and the two advisory committees serve a related purpose.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that County Code Chapter 2.46 is hereby amended as outlined in Exhibit A to this ordinance effective January 31, 2019.

BE IT FURTHER ORDAINED that the Task Force will continue to fulfill the following expectations of Ordinance 2015-037:

- Review national best practices and establish benchmarking of the County’s performance against same.
- Fund the support activities of the Task Force, including a robust and detailed planning process for the new or expanded crisis triage center and other recommended diversion programs.
• Identify opportunities to acquire governmental and non-governmental funding to support financing for the construction and operation of the new crisis triage center.

• Expand, as soon as reasonably possible, available alternatives to incarceration such as probation services, subsidized home monitoring, crisis intervention teams, intensive case management, and other available programs as recommended by the Task Force and approved by the County Council, using existing funds and potential new funds as determined available by the County Council after passage of a sales tax ballot measure.

• Recommend interlocal agreements to provide services to the cities consistent with this ordinance if necessary.

BE IT FURTHER ORDAINED that the current appointees to the following positions will transition to the Health and Social Services positions for the remainder of their terms.

• Whatcom Alliance for Health Advancement (WAHA) (1 position)
• Representatives from a Community Action Agency, a Mental Health Provider, Substance Abuse Treatment Provider (3 positions)

BE IT FURTHER ORDAINED that Whatcom County Code 2.19, Law and Justice Council, is repealed in its entirety as shown in Exhibit B to this ordinance.

BE IT FINALLY ORDAINED that the Incarceration Prevention and Reduction Task Force will serve as and meet the requirements of the Law and Justice Council as required by RCW 72.09.300.

APPROVED this ________ day of ___________________, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed: ___________
EXHIBIT A

Chapter 2.46
INCARCERATION PREVENTION AND REDUCTION TASK FORCE
LAW AND JUSTICE COUNCIL

Sections:
2.46.010 Established.
2.46.020 Purpose.
2.46.030 Function.
2.46.040 Permanent Members.
2.46.050 Additional Appointed Members.
2.46.060 Term of Office.
2.46.070 Organization – Meetings.
2.46.080 Staff and Funding Support.
2.46.090 Reporting.

2.46.010 Established.
There is hereby established a Whatcom County Incarceration Prevention and Reduction Task Force.

2.46.020 Purpose.
The purpose of the Incarceration Prevention and Reduction Task Force is to continually review Whatcom County’s criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

The purpose of the Incarceration Prevention and Reduction Task Force is also to function as the Whatcom County Law and Justice Council as required by RCW 72.09.300 and to carry out the function described in in RCW 72.09.300(d).

2.46.030 Function.
The Task Force will consider national best practices and report on and make recommendations to the County Council, Executive, and other appropriate officials regarding:

A. The construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion of individuals struggling with mental illness and chemical dependency;

B. Development of new, or enhancement of existing, programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency;

C. Effective pretrial service programs that assure that defendants appear for court proceedings while minimizing jail utilization by defendants who can safely be released;

D. Necessary and effective programs and services that can assist offenders with successful transition from both the jail and triage center back to the community to reduce rates of recidivism and improve public health and safety;

E. The ongoing staff support and funding for the Task Force;

F. Review of the diversion programs of the County and all cities, and establishment of benchmarks to measure the effectiveness of the programs in reducing incarceration.

The Task Force, as the Law and Justice Council, will meet the requirements of RCW 72.09.300.
2.46.040 Permanent Members.
The Incarceration Prevention and Reduction Task Force shall include the following 13 designated officials or their representative:

A. One Member of the Whatcom County Council
B. Whatcom County Executive
C. Whatcom County Sheriff/Jail Administrator
D. Whatcom County Prosecuting Attorney
E. Whatcom County Public Defender Director
F. Juvenile Court Administrator/Superior Court Clerk

G. One Representative from the Whatcom County Superior Court or District Court
H. One Representative from the Bellingham City Council
I. One Representative from the Bellingham City Council
J. City of Bellingham Mayor or designee
K. One Representative from the small cities designated by the Small Cities Caucus;

L. One tribal representative Tribal representation from either the Lummi Nation and/or the Nooksack Tribe
M. One representative from the Whatcom County Health Department Human Services

N. North Sound Mental Health Administration Executive Director Emergency Medical Services (EMS) Representative

O. PeaceHealth St. Joseph’s Medical Center
P. Secretary of the State Department of Corrections or his/her designee

One each of the following, or their designee, to represent municipal courts, prosecutors, police, and legislative authorities:

Q. Bellingham Mayor
R. Small City Mayor, designated by the Small City Partnership
S. Bellingham Council Member

T. Small City Council Member, designated by the Small City Partnership
U. Bellingham Police Chief
V. Small City Police Chief, designated by the Small City Partnership

2.46.050 Additional Appointed Members.
In addition to the officials designated above, the Incarceration Prevention and Reduction Task Force shall include the following 11 members appointed by the Whatcom County Council:

A. Whatcom Alliance for Health Advancement (WAHA) representative; Health and Social Service Providers (4)
B. PeaceHealth St. Joseph’s Medical Center representative;
C. Community Health Center representative
D. Emergency Medical Services (EMS) representative
E. Representatives from a Community Action Agency, a Mental Health Provider, Substance Abuse Treatment Provider (3)

F. Consumer of Services or Family Member of Consumer (2)
G. Concerned Citizens (2)

2.46.060 Terms of office for appointed members.
The term of office for appointed members shall be four years; provided that the terms of those first appointed shall be staggered so that five will be appointed for two years, and six will be appointed for four years. Appointment of members shall comply with Chapter 2.03 WCC.
2.46.070  Organization – Meetings.
A. Meetings of the Task Force shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. At every meeting, the Task Force will schedule an open session to take public comment.

C. Written The Task Force shall keep 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 Task Force shall adopt its own rules and procedures for the conduct of business.

E. The Task Force shall elect a chairperson from among its members who shall preside at its meetings.

F. The Task Force shall determine its meeting schedule and agenda, but shall meet at least quarterly.

G. The Task Force may form and appoint ad hoc committees to work on specific issues, so long as at least two committee members are also members of each ad hoc committee and may designate non-members to participate as committee members.

2.46.080  Staff and Funding Support.
The Task Force will have full support from the Council, the County Executive’s Office, Health Department staff, and locally delivered paid consultant assistance to conduct and complete its tasks in an efficient and effective manner.

2.46.090  Reporting.
The Task Force will provide at least two updates per year to the County Council and Executive. At least annually, One of the two reports will be an annual written report presented no later than June 30 of each year, the Task Force and will provide a report and recommendations to the County Council and Executive on outcomes of existing incarceration prevention and reduction programs throughout Whatcom County, new innovative programs being used in other communities, and recommendations for changes or additional programs.
EXHIBIT B

Chapter 2.19
LAW AND JUSTICE COUNCIL

(Repealed in its entirety)

Sections:
2.19.010—Created.
2.19.020—Purpose.
2.19.030—Members.
2.19.040—Additional members.
2.19.050—Terms of office.
2.19.060—Meetings.
2.19.070—Staff support.
2.19.080—Law and justice plan.
2.19.090—Annual report.
2.19.100—Advisory duties.

2.19.010—Created:
The Whatcom County law and justice council is created pursuant to RCW 72.09.300. For purposes
of this council, the appointment process and term limitation as set forth in Section 3.23 of the
Whatcom County Charter shall not apply. (Res. 2000-034 § 1).

2.19.020—Purpose:
The purpose of the law and justice council is to provide a permanent ongoing forum and structure
to coordinate and enhance criminal and juvenile justice agencies, programs and services in
Whatcom County. (Res. 2000-034 § 2).

2.19.030—Members:
The law and justice council shall include the following designated officials:
A. Whatcom County sheriff;
B. Police chief of the city of Bellingham;
C. Representative of the municipal police chiefs within the county;
D. Whatcom County prosecuting attorney;
E. Whatcom County public defender director;
F. Representative of municipal prosecutors within the county as selected by the cities;
G. Representative of the municipal legislative authorities within the county as selected by the
cities;
H. Whatcom County superior court administrator/clairk;
I. Whatcom County district court administrator;
J. Representative of the municipal courts within the county as selected by the cities;
K. Whatcom County jail administrator;
L. Whatcom County juvenile court administrator;
M. Whatcom County district court probation director;
N. Secretary of the Washington State Department of Corrections or designee;
O. Presiding superior and district court judge;
P. Whatcom County medical examiner;
Q. Whatcom County director of administrative services. (Res. 2000-034 § 3).

2.19.040—Additional members:
In addition to the officials designated in WCC 2.19.030, the law and justice council shall include the
following:
A. The Whatcom County executive;
B. The mayors of the cities in the county;
C. Three citizen representatives appointed by the Whatcom County executive;
D. Three citizen representatives appointed by the mayor of the city of Bellingham;
E. One citizen representative appointed by the Whatcom County council;
F. One citizen representative appointed by each of the legislative councils of the cities of
Bellingham, Ferndale, Lynden, Blaine, Sumas, Everson, and Nooksack; the Lummi Nation; and the
Nooksack Indian Tribe;
G. Five representatives of local providers of social services treatment, appointed by the Whatcom County executive;
H. A representative of the Lummi Indian Tribe, appointed by the chairman of the Lummi Indian business council;
I. A representative of the Nooksack Indian Tribe, appointed by the Nooksack tribal chairman.
In selecting members for the council, the county executive shall attempt to reflect the racial, ethnic, economic and geographic diversity of the county community. (Res. 2000-034 § 4).

2.19.050 Terms of office.
Notwithstanding other provisions of this code, terms of citizen representatives, social service treatment providers, tribal representatives and other officials shall be four years; provided, that the terms of those first appointed shall be staggered so that five will be appointed for one year; five will be appointed for two years, five will be appointed for three years, and five will be appointed for four years. Members may be reappointed. Members may be removed by the appointing authority. Each member shall continue to serve until a successor has been appointed. (Res. 2000-034 § 5).

2.19.060 Meetings.
Meetings of the law and justice council shall be open and accessible to the public, as provided by law. The council shall determine its own meeting schedule, but shall meet at least once each quarter. Written records shall be kept of meetings, resolutions, findings and recommendations, and such records shall be public. The council shall establish policies and procedures and develop and adopt by laws for operation. The council shall establish permanent standing subcommittees including an executive committee, and ad hoc task forces as necessary. The council shall elect a chairperson from among its members who shall preside at meetings. (Res. 2000-034 § 6).

2.19.070 Staff support.
The county and the cities therein may provide such staff and funding for the council as is necessary for the council to perform its duties. (Res. 2000-034 § 7).

2.19.080 Law and justice plan.
The law and justice council shall develop a law and justice plan for Whatcom County. The plan shall include performance objectives and priorities, estimated costs, and schedules for completion of activities. Upon completion of the plan, the law and justice council shall transmit it to the county executive, the county council, and the municipal authorities of all the cities in the county. Upon approval by the county council and the municipal authorities of all the cities in the county, the plan shall be the law and justice plan for Whatcom County. The law and justice council shall regularly review and adjust the plan as changing circumstance require, and shall recommend such changes as it finds appropriate to the county executive, county council, and the municipal authorities of all the cities in the county for approval. (Res. 2000-034 § 8).

2.19.090 Annual report.
The law and justice council shall deliver a formal report of progress toward attainment of performance objectives and completion of planned activities at least annually to the Whatcom County council and to the county community at large. (Res. 2000-034 § 9).

2.19.100 Advisory duties.
The law and justice council may also advise the county council and county executive and make such recommendations as it deems appropriate on matters relating to law and justice in Whatcom County. (Res. 2000-034 § 10).

1 Prior legislation: Res. 93-015.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Ordinance adopting amendments to Whatcom County Code Title 17 Flood Damage Prevention

**ATTACHMENTS:**
Staff report and cover 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.)

The proposed ordinance adopts amendments to the Whatcom County Flood Damage Prevention Code (Title 17) that include the following:

- Reference to a new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) panels for Whatcom County
- Amendments required to make Title 17 consistent with the Code of Federal Regulations (CFR’s)
- Revisions recommended by FEMA for clarification purposes

The FIS and FIRM will become effective on January 18, 2019.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Harris, River and Flood Manager Gary Stoynka, Natural Resources Manager

RE: Proposed Amendments to Whatcom County Code Title 17 Flood Damage Prevention

DATE: November 16, 2018

Enclosed is an ordinance adopting amendments to Whatcom County Code Title 17 Flood Damage Prevention for your consideration.

- Requested Action
Public Works respectfully requests that the Whatcom County Council consider the proposed amendments to Title 17 and approve the ordinance adopting the amended code, subject to a public hearing and SEPA threshold determination.

- Background and Purpose
Whatcom County is a participating community in the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) which is administered locally by Whatcom County Public Works through WCC Title 17, Flood Damage Prevention. The Federal Emergency Management Agency (FEMA) has completed a new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) panels for Unincorporated and Incorporated areas of Whatcom County. The new mapping covers all of the coastline, most streams, rivers and lakes within the County with the exception of the Lower Nooksack River from Deming to Bellingham Bay and the Everson-Sumas overflow corridor.

FEMA held a public meeting/workshop in February of 2016 where residents were able to see what the impacts of the new mapping would be on their properties. The owners of all of the parcels that will be affected by the new mapping were sent a notice prior to the meeting. The Letter of Final Determination (LFD) from FEMA for the new study and mapping sets the date for them to become effective on January 18, 2019. To avoid suspension in the flood insurance program, Whatcom County must amend our floodplain management ordinance to reference the new FIS and FIRM’s by January 18, 2019.

FEMA and the State NFIP Coordinator reviewed Whatcom County Code Title 17 in its entirety to ensure it is compliant with federal and state requirements and provided comments on October 23, 2018. The revised code proposed for adoption references the new study and mapping and
incorporates additional revisions deemed necessary by FEMA for consistency with the Code of Federal Regulations (CFR's) along with some recommended clarifications. The revisions will not change how the code is administered or standards required for floodplain construction, other than to change the floodplain maps used in the administration.

We intend to take the revised code to the Flood Control Zone District Advisory Committee in December for their review and recommendation.

A final staff report is enclosed which provides a detailed analysis of each section of code proposed for revision.

Encl.
ORDINANCE NO. ..........................

ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 17 FLOOD DAMAGE PREVENTION

WHEREAS, the Federal Emergency Management Agency (FEMA) has completed a new Flood Insurance Study (FIS) that includes revised preliminary Flood Insurance Rate Map (FIRM) panels for Whatcom County; and

WHEREAS, the FIS and FIRM's are scheduled to become effective date on January 18, 2019; and

WHEREAS, Whatcom County is a participating community in FEMA's National Flood Insurance Program (NFIP) and must have an adopted floodplain management ordinance that reflects the new FIS and FIRM's and meets the minimum requirements of the NFIP prior to the effective date; and

WHEREAS, the FEMA and State NFIP coordinator have reviewed Whatcom County Code Title 17 for compliance with the state and federal codes and found revisions are required; and

WHEREAS, staff has revised Whatcom County Code Title 17 to include the amendments required for compliance to avoid suspension from the NFIP; and

WHEREAS, a public hearing on the amended Title 17 has been held on January 15, 2019;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Title 17 is hereby amended as indicated in Exhibit A to this ordinance.

ADOPTED this 15th day of January, 2019.

ATTEST:

______________________________
Dana Brown-Davis, County Clerk

APPROVED AS TO FORM:

______________________________ 11/20/18
Christopher Quinn, Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Council Chair
(  ) Approved  (  ) Denied

______________________________
Jack Louws, County Executive
Date: ____________________________
Public Works
Staff Report
November 16, 2018

I. BACKGROUND INFORMATION

Summary of Request:

Adopt amended version of Whatcom County Code, Title 17, Flood Damage Prevention (see Attachment A).

The Federal Emergency Management Agency (FEMA) has completed a Flood Insurance Study (FIS) that includes revised Flood Insurance Rate Map (FIRM) panels or flood maps that more accurately reflect the Special Flood Hazard Area (SFHA) and the associated risk within Incorporated and Unincorporated areas of Whatcom County.

Whatcom County received the Letter of Final Determination (LFD) from FEMA for the FIS and FIRM's on July 18, 2018. The date for the FIS and FIRM's to become effective is January 18, 2019.

Whatcom County is a participating community in FEMA's National Flood Insurance Program (NFIP). Public Works administers the program locally in accordance with Title 17, Flood Damage Prevention. Whatcom County must adopt a floodplain management ordinance that references the new FIS and FIRM's and meets the minimum requirements of the NFIP by January 18, 2019 in order for the maps to become effective and to avoid suspension from the NFIP.

FEMA and the State NFIP Coordinator reviewed Whatcom County Code Title 17 and provided comments on October 23, 2018. FEMA identified revisions that are necessary to ensure consistency with the Code of Federal Regulations (CFR's) and recommended some minor clarifications. Accordingly, no changes to regulatory standards or how the code will be administered are being proposed in these amendments.

Location: Title 17 and the proposed amendments apply to Special Flood Hazard Areas (areas within the 100-year floodplain) within the unincorporated areas of Whatcom County.

SEPA: A State Environmental Policy Act (SEPA) checklist has been prepared and submitted on November 14, 2018. A SEPA "Threshold Determination" should be issued in early December.

II. ANALYSIS OF THE PROPOSED AMENDMENT

A detailed analysis of each of the proposed revisions is as follows.

Chapter 17.08 DEFINITIONS

17.08.095 Floodway
This definition was edited to include "and adjacent" land areas to provide clarification and is required by FEMA.
17.08.097 Historic structure
This definition was changed in order to be consistent with the Code of Federal Regulations (CFR’s) as required by FEMA.

17.08.110 Manufactured home
This definition was revised to clarify that “recreational vehicles” are not included in this definition as required by FEMA.

17.08.160 Start of construction
This definition was revised for clarity and to be consistent with the CFR’s as required by FEMA.

17.08.180 Substantial improvement
This definition was edited to provide clarification and to be consistent with the CFR’s as required by FEMA.

17.08.200 Zone
FEMA recommended deleting “Zones B and C” from this definition because they are no longer used on the FIRM’s. Definitions for “Shaded X” and “Unshaded X” were added to be consistent with what is shown on the FIRM’s.

Chapter 17.10 REGULATORY DATA

17.10.010 Basis for establishing Special Flood Hazard Area
This section was changed to reference the new FIS and FIRM’s that become effective on January 18, 2019 as required by the State and FEMA.

17.10.020 Flood hazard data
Minor edits were made to this section to provide clarification as required by FEMA.

Chapter 17.12 ADMINISTRATION

17.12.020 Administrative department - Designated
One minor clarification was made in this section as required by FEMA.

17.12.030 Administrative department – Duties and responsibilities
This section was edited to provide clarification and to be consistent with the CFR’s as required by FEMA.

Chapter 17.16 FLOOD HAZARD REDUCTION STANDARDS

17.16.080 Residential construction
Section 17.16.080.B, part 2 was revised to clarify the requirements for foundation openings as recommended by FEMA.

17.16.110 Wet-floodproofing
“Residential” was deleted from Section 17.16.110.A, part 2c. for clarity as required by FEMA. Wet floodproofing is not allowed for new residences.

17.16.125 Standards for AE and A1-30 Zones with Base Flood Elevations but no Floodways
This section was added to the standards section of the code to clarify the requirements for developments proposed in floodplains where the flood elevation has been determined but a floodway has not been mapped. This section is consistent with existing section 17.12.030
which requires the Public Works Department to review proposals to ensure they meet this standard. This addition is required by the State and FEMA to be consistent with the CFR's.

17.16.130 Standards for shallow flooding area (AO Zones)
One minor revision clarifies the elevation requirements consistent with the CFR's as required by FEMA.

III. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

1. The proposed ordinance has been revised to reflect the release of the new FIS and FIRM's.
2. The proposed ordinance has been revised to address other deficiencies found by FEMA and the State NFIP Coordinator.
3. These amendments are being proposed for consistency with the CFR's and for clarification purposes only and will not change how the code is administered or regulated.

IV. RECOMMENDATION

The deadline for the maps to become effective is January 18, 2019. Failure to adopt an ordinance that is consistent with the minimum requirements of the NFIP and CFR will result in suspension from the NFIP and jeopardize the County's eligibility to receive funding for projects. Failure to act would ultimately jeopardize the County's ability to participate in the NFIP which makes flood insurance available to the community.

Staff recommends that the County Council adopt the amendments to Title 17 as proposed. The FEMA and State NFIP Coordinator has reviewed and approved these amendments to code for compliance with the NFIP and CFR's.

VI. ATTACHMENTS

1. Whatcom County Title 17, Flood Damage Prevention
Title 17

FLOOD DAMAGE PREVENTION

Chapters:
17.04 General Provisions
17.08 Definitions
17.10 Regulatory Data
17.12 Administration
17.16 Flood Hazard Reduction Standards
17.20 Repealed
17.24 Unauthorized Use of Motorized Vehicles Upon Flood Control Structures

Chapter 17.04

GENERAL PROVISIONS

Sections:
17.04.010 Findings of fact.
17.04.020 Statement of purpose and liability disclaimer.
17.04.030 Methods of reducing flood losses.
17.04.040 Application of title.
17.04.050 Repealed.
17.04.060 Abrogation and greater restrictions.
17.04.070 Interpretation.
17.04.080 Compliance required.
17.04.090 Repealed.
17.04.100 Severability.

17.04.010 Findings of fact.
The findings of fact are the following:

A. The flood hazard areas of Whatcom County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Without taking appropriate care and precautions, development in floodplains and watersheds may increase flood heights, frequencies, and velocities, and may result in a greater threat to humans, damage to property, destruction of natural floodplain functions, and adverse impacts to water quantity, quality, and habitat. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.020 Statement of purpose and liability disclaimer.
This title is enacted as an exercise of the police power of the county for the benefit of the public at large. It is not intended to create a special relationship with any individual, or individuals, nor to identify and protect any particular class of persons. The purpose of this title is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas in a manner that does not adversely affect endangered species or their habitats. The degree of property and habitat protection required by this title is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on occasion. Flood heights may be increased by manmade or natural causes. This title does not imply that land outside of the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This title shall not create liability on the part of Whatcom County, any officer or employee thereof, or the Federal Insurance Administration, for any damages to property or habitat that result from reliance on this title or any administrative decision lawfully made thereunder. Nor shall the county or any officer, agent, or employee thereof incur or be held as assuming any liability by reason or in consequence of any permission, certificate of inspection, inspection or approval authorized herein, or issued or given as herein provided, or by reasons or consequence of any things done or acts performed pursuant to the provisions of this title. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.030 Methods of reducing flood losses.
In order to accomplish its purposes, this title includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, shall be protected against flood damage at the time of initial construction;

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.040 Application of title.
This title shall apply to all special flood hazard areas, as defined in WCC 17.08.040, within the jurisdiction of Whatcom County. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.050 Basis for establishing areas of special flood hazard.
Repealed by Ord. 2017-056. (Ord. 96-050 Exh. A; Ord. 90-94; Ord. 87-25 (part)).

17.04.060 Abrogation and greater restrictions.
This title is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this title and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.070 Interpretation.
In the interpretation and application of this title, all provisions shall be:

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.080 Compliance required.
No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this title and other applicable regulations. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.090 Penalty for noncompliance.
Repealed by Ord. 2017-056. (Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.04.100 Severability.
The provisions and sections of this title shall be deemed separable and the invalidity of any portion of this title shall not affect the validity of the remainder. (Ord. 2017-056 Exh. A).
Chapter 17.08
DEFINITIONS

Sections:
17.08.010   Generally.
17.08.013   Accessory structure.
17.08.015   Administrator.
17.08.020   Appeal.
17.08.030   Area of shallow flooding.
17.08.040   Area of special flood hazard.
17.08.050   Base flood.
17.08.051   Base flood elevation.
17.08.053   Basement.
17.08.055   Breakaway wall.
17.08.057   Coastal high hazard area.
17.08.058   Critical facility.
17.08.060   Development.
17.08.062   Dry floodproofing.
17.08.064   Elevation certificate.
17.08.066   FEMA.
17.08.070   Flood or flooding.
17.08.080   Flood insurance rate map (FIRM).
17.08.090   Flood insurance study.
17.08.092   Flood protection elevation (FPE).
17.08.095   Floodway.
17.08.097   Historic structure.
17.08.100   Lowest floor.
17.08.110   Manufactured home.
17.08.120   Manufactured home park or subdivision.
17.08.130   New construction.
17.08.140   Recreational vehicle.
17.08.155   Special flood hazard area (SFHA).
17.08.160   Start of construction.
17.08.170   Structure.
17.08.178   Substantial damage.
17.08.180   Substantial improvement.
17.08.190   Variance.
17.08.193   Watercourse.
17.08.195   Wet floodproofing.
17.08.200   Zone.

17.08.010   Generally.
Unless specifically defined below, words or phrases used in this title shall be interpreted so as to give them the meaning they have in common usage or to give this title its most reasonable application. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.013   Accessory structure.
"Accessory structure" means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure. (Ord. 2017-056 Exh. A).

17.08.015   Administrator.
Whenever the term "administrator" is used it means the director of public works or his designee. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).
17.08.020 Appeal.
"Appeal" means a request for a review of the administrator’s interpretation of any provision of this title or a request for a variance. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.030 Area of shallow flooding.
"Area of shallow flooding" means a designated AO or AH Zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.040 Area of special flood hazard.
"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Areas of special flood hazard are designated on flood insurance rate maps with the letters “A” or “V” including AE, AO, AH, A1-99 and VE. The area of special flood hazard is also referred to as the special flood hazard area or SFHA. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.050 Base flood.
"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as “100-year flood.” Designation on maps always includes the letter A or V. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.051 Base flood elevation.
"Base flood elevation" is the elevation of the base flood above the datum of the effective FIRM. (Ord. 2017-056 Exh. A).

17.08.053 Basement.
"Basement" is any area of the structure having its floor subgrade (below ground level) on all sides including a subgrade crawlspace. (Ord. 2017-056 Exh. A).

17.08.055 Breakaway wall.
"Breakaway wall" means a wall that is not a part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damages to the elevated portion of the building or supporting foundation system. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.057 Coastal high hazard area.
"Coastal high hazard area" means the area subject to high velocity waters, including but not limited to, storm surge or tsunamis. The area is designated on the FIRM as Zone V1-V30, VE or V. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.058 Critical facility.
"Critical facility" means a facility necessary to protect the public health, safety, and welfare during a flood. Critical facilities include, but are not limited to: schools; nursing homes; hospitals; police, fire, and emergency operations installations; water and wastewater treatment plants; electric power stations; and installations which produce, use, or store hazardous materials or hazardous waste (other than consumer products containing hazardous substances or hazardous waste intended for household use). (Ord. 2017-056 Exh. A).

17.08.060 Development.
"Development" means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, storage of equipment or materials, subdivision of land, removal of substantial amounts (greater than five percent) of vegetation, or alteration of natural site characteristics located within the area of special flood hazard. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).
17.08.062  Dry floodproofing.
“Dry floodproofing” means any combination of structural and nonstructural measures that prevent flood waters from entering a structure. (Ord. 2017-056 Exh. A).

17.08.064  Elevation certificate.
“Elevation certificate” means the official form from FEMA used to provide elevation information necessary to ensure compliance with provisions of this title and determine the proper flood insurance premium rate. (Ord. 2017-056 Exh. A).

17.08.066  FEMA.

17.08.070  Flood or flooding.
“Flood or flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

A. The overflow of inland or tidal waters; and/or

B. The unusual and rapid accumulation or runoff of surface waters from any source. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.080  Flood insurance rate map (FIRM).
“Flood insurance rate map (FIRM)” means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.090  Flood insurance study.
“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary map, and the water surface elevation of the base flood. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.092  Flood protection elevation (FPE).
“Flood protection elevation” means the elevation above the datum of the effective FIRM to which new and substantially improved structures must be protected from flood damage. (Ord. 2017-056 Exh. A).

17.08.095  Floodway.
“Floodway” means the channel of a river or other watercourse or adjacent—land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.097  Historic structure.
“Historic structure” means any structure that is:

A. Listed on the National Register of Historic Places, the Washington Heritage Register, or the Washington Heritage Barn Register Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or

B. Determined by the Secretary of the U.S. Department of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as a historic district Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or

C. Designated as historic under a state or local historic preservation program that is approved by the Department of the Interior. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either;

(1) By an approved state program as determined by the Secretary of the Interior; or

(2) Directly by the Secretary of the Interior in states without approved programs. (Ord. 2017-056 Exh. A).

17.08.100 Lowest floor.
“Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this title found at WCC 17.16.080(B). (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.110 Manufactured home.
“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term “manufactured home” also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 120 consecutive days. For insurance purposes the term “manufactured home” does not include park trailers, travel trailers, recreational vehicles and other similar vehicles. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.120 Manufactured home park or subdivision.
“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.130 New construction.
“New construction” means structures for which the start of construction commenced on or after the effective date of the ordinance codified in this title. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part). Formerly 17.08.140)

17.08.140 Recreational vehicle.
“Recreational vehicle” is a vehicle which is:

A. Built on a single chassis; and

B. Four hundred square feet or less when measured at the largest horizontal projection; and

C. Designed to be self-propelled or permanently towable by a light duty truck; and

D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A. Formerly 17.08.130).

17.08.155 Special flood hazard area (SFHA).

17.08.160 Start of construction.
“Start of construction” (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement was within 180 days of the permit date. The “actual start” means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory
buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.170 Structure.
“Structure” means a walled and roofed building including a gas or liquid storage tank that is principally above ground. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.178 Substantial damage.
“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. (Ord. 2017-056 Exh. A).

17.08.180 Substantial improvement.
“Substantial improvement” means any repair, reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

A. Before the start of construction of the improvement or repair is started; or

B. Before the damage occurred, if the structure has been damaged and is being restored.

For the purpose of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

C. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

D. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”. Any alteration of a historic structure per the definition in WCC 17.08.097. (Ord. 2017-056 Exh. A; Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.190 Variance.
“Variance” means a grant of relief from the requirements of this title which permits construction in a manner that would otherwise be prohibited by this title. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.08.193 Watercourse.
“Watercourse” means only the channel and banks of an identifiable watercourse, and not the adjoining floodplain areas. The flood-carrying capacity of a watercourse refers to the flood-carrying capacity of the channel (except in the case of alluvial fans, where a channel is not typically defined). (Ord. 2017-056 Exh. A).

17.08.195 Wet floodproofing.
“Wet floodproofing” means permanent or contingent measures applied to a structure and/or its contents that prevent or provide resistance to damage from flooding by using flood-resistant materials and by allowing water to enter and exit the structure. (Ord. 2017-056 Exh. A).

17.08.200 Zone.
“Zone” means one or more areas delineated on the FIRM. The following zones may be used on the adopted FIRM. The special flood hazard area is comprised of the A and V Zones.

" A: SFHA where no base flood elevation is provided.

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
"A": numbered A Zones (e.g., A7 or A14), SFHA with a base flood elevation.

"AE": SFHA with a base flood elevation.

"AO": SFHA subject to inundation by shallow flooding usually resulting from sheet flow on sloping terrain, with average depths between one and three feet. Average flood depths are shown.

"AH": SFHA subject to inundation by shallow flooding (usually areas of ponding) with average depths between one and three feet. Base flood elevations are shown.

"B": the area between the SFHA and the 500-year flood of the primary source of flooding. It may also be an area with a local, shallow flooding problem or an area protected by a levee.

"C": an area of minimal flood hazard, as above the 500-year flood level of the primary source of flooding. B and C Zones may have flooding that does not meet the criteria to be mapped as a special flood hazard area, especially ponding and local drainage problems.

"D": area of undetermined but possible flood hazard.

"V": the SFHA subject to coastal high hazard flooding including waves of three feet or greater in height. There are three types of V Zones: V, V#, and VE, and they correspond to the A Zone designations.

"Shaded X": areas of 0.2 percent annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

"Unshaded X": the area outside the mapped SFHA areas determined to be outside the 0.2% annual chance floodplain.

"Shaded X": the same as Zone B, above.

(Ord. 2017-056 Exh. A).
Chapter 17.10

REGULATORY DATA

Sections:
17.10.010 Basis for establishing special flood hazard area.
17.10.020 Flood hazard data.
17.10.030 New regulatory data.

17.10.010 Basis for establishing special flood hazard area.
A. The areas of special flood hazard identified by the Federal Insurance Administration FEMA in a scientific and engineering report entitled “The Flood Insurance Study for Whatcom County, Washington and Incorporated Areas (All Jurisdictions)” dated January 18, 2019, November 16, 2007, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), for Whatcom County, Washington (All Jurisdictions)” dated January 18, 2004, and November 16, 2007, and any revisions thereto, are hereby adopted by reference and declared to be a part of this Ordinance Title. The Flood Insurance Study and the FIRM are on file at the department of public works.

B. The administrator shall make interpretations where needed as to the exact location of the boundaries of the SFHA where there appears to be a conflict between the mapped SFHA boundary and actual field conditions, as determined by the base flood elevation and ground elevations. The applicant may appeal the administrator’s interpretation of the location of the boundary in accordance with WCC 17.12.060.

C. The applicant may officially have a structure or property removed from the SFHA by obtaining a letter of map amendment (LOMA) with FEMA. A LOMA establishes a structure or property’s location in relation to the SFHA. LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. (Ord. 2017-056 Exh. A).

17.10.020 Flood hazard data.
A. The base flood elevation for the SFHAs delineated as Zone AE of Whatcom County, Washington, shall be as delineated on the 100-year flood profiles in the “Flood Insurance Study for Whatcom County, Washington (All Jurisdictions) and Incorporated Areas.”

B. The base flood elevation for each SFHA delineated as a “Zone AH” or “Zone AO” shall be that elevation (or depth) delineated on the flood insurance rate map. Where base flood depths are not available in Zone AO, the base flood elevation shall be considered to be two feet above the highest grade adjacent to the structure.

C. The base flood elevation for all other SFHAs delineated as Zone A shall be as defined in subsection F of this section and WCC 17.10.030(C).

D. The flood protection elevation shall be the base flood elevation plus one foot.

E. The floodway shall be as delineated on the flood insurance rate map or in accordance with subsection F of this section and WCC 17.10.030(C).

F. Where base flood elevation and floodway data have not been provided in special flood hazard areas, the administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, local, or other source. In cases where the administrator is unable to obtain any base flood elevation the flood protection elevation shall be two feet above the highest adjacent grade. (Ord. 2017-056 Exh. A).

17.10.030 New regulatory data.
A. All requests to revise or change the flood hazard data, including requests for a letter of map revision and a conditional letter of map revision shall be reviewed by the administrator.

1. The administrator shall not sign the community acknowledgment form for any requests based on filling or other development, unless the applicant for the letter documents that such filling or development is in compliance with this title.

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.

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2. The administrator shall not approve a request to revise or change a floodway delineation until FEMA has issued a conditional letter of map revision (CLOMR) that approves the change.

B. If an applicant disagrees with the regulatory data prescribed by this title, he/she may submit a detailed technical study needed to replace existing data with better data in accordance with FEMA mapping guidelines. If the data in question are shown on the published FIRM, the submittal must also include a request to FEMA for a conditional letter of map revision.

C. Where base flood elevation or floodway delineation is not available in accordance with WCC 17.10.020, applicants for approval of new subdivisions and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, shall include such data with their permit applications, unless waived by the administrator. This provision does not apply to applications for permits for small projects on large lots, such as constructing a single-family home. (Ord. 2017-056 Exh. A).
Chapter 17.12
ADMINISTRATION

Sections:
17.12.010 Establishment of floodplain development permit.
17.12.012 Requirements for floodplain development permit application within a SFHA.
17.12.030 Administrative department – Duties and responsibilities.
17.12.050 Variances – Conditions for issuance.
17.12.060 Appeals.
17.12.070 Enforcement.

17.12.010 Establishment of floodplain development permit.
A floodplain development permit shall be obtained before construction or development begins within any area of special flood hazard established in WCC 17.10.010. The permit shall be for all development as set forth in WCC 17.08.060. In situations where another county permit is required for development, the floodplain development permit may be issued in the form of conditions within the other county permit. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.12.012 Requirements for floodplain development permit application within a SFHA.
Application for a floodplain development permit within a SFHA shall be made through the development application process administered by the department of planning and development services or on forms furnished by the department of public works if other local permits are not required, and may include, but not be limited to:

A. One or more site plans drawn to scale showing:
   1. The nature, location, dimensions, and elevations of the property;
   2. Names and locations of all water bodies, waterways, and drainage facilities within 200 feet of the site;
   3. Existing and proposed structures, fill, pavement and other impervious surfaces, and sites for storage of materials;
   4. Existing and proposed drainage facilities including, but not limited to, swales, storm sewers, overland flow paths, and detention facilities;
   5. The elevation of the 100-year floods, where the data are available;
   6. Existing and proposed contours at intervals sufficient to accurately determine the extent of proposed changes if the proposed project involves grading, excavation, or filling;
   7. Existing vegetation and proposed vegetation removal and revegetation.

B. If the proposed project will be elevated, including a new structure, substantial improvement, or repairs to a substantially damaged structure, the application shall include the flood protection elevation for the building site and the proposed elevations of the following:
   1. The top of lowest floor (including basement, crawlspace, or enclosure floor).
   2. The top of the next higher floor.
   3. The bottom of the lowest horizontal structural member (in V Zones only).
   4. The top of the slab of an attached garage.
5. The lowest elevation of machinery or equipment servicing the structure.

6. The lowest adjacent (finished) grade next to structure.

7. The highest adjacent (finished) grade next to structure.

8. The lowest adjacent grade at the lowest elevation of a deck or stairs, including structural support.

C. If the proposed project will be wet or dry floodproofed, including a new structure, substantial improvement, or repairs to a substantially damaged nonresidential structure, the application shall include the flood protection elevation for the building site and the elevation in relation to the datum of the effective FIRM to which the structure will be floodproofed and a certification by a registered professional engineer or licensed architect that the floodproofing methods meet the floodproofing criteria in WCC 17.16.090 or 17.16.110.

D. The application shall include a description of the extent to which any watercourse will be altered or relocated as a result of proposed development, and shall also submit a request for a conditional letter of map revision (CLOMR), where required by FEMA. The project will not be approved unless FEMA issues the CLOMR and the provisions of the letter are made part of the permit requirements.

E. The applicant shall submit a finished construction elevation certificate completed and certified by a licensed professional surveyor prior to occupancy.

F. Compliance with FEMA’s National Flood Insurance Program, including the protection standards for critical habitats for listed species, shall be demonstrated through a habitat assessment, and, if necessary, a mitigation plan done in accordance with the FEMA Regional Guidance for the Puget Sound Basin. (Ord. 2017-056 Exh. A).


The department of public works is appointed to administer and implement this title by granting or denying floodplain development permit applications in accordance with its provisions. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.12.030 Administrative department – Duties and responsibilities.

The duties of the department of public works shall include, but not be limited to:

A. Permit Review. The department of public works shall:

1. Review all floodplain development permit applications to determine that the permit requirements of this title have been satisfied;

2. Review all floodplain development permit applications to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;

3. Review all floodplain development permit applications to determine if the proposed development adversely affects the flood-carrying capacity of the area of special flood hazard, and prohibit those developments that are determined to adversely affect the flood-carrying capacity. For purposes of this section, “adversely affects flood-carrying capacity” means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface elevation of the base flood more than one foot at any point;

4. Review and approve all elevation certificates.

5. Review all development permit applications within the SFHA to ensure the proposed development is compliant with FEMA’s National Flood Insurance Program protection standards for critical habitats of species listed under the Endangered Species Act;

6. Notify the department of planning and development services of the review and decision results of the above in a timely manner.
B. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Chapter 17.10 WCC, the department of public works shall obtain, review, and reasonably use any base flood elevation and floodway data available from a federal, state, or other source in order to administer Chapter 17.16 WCC.

C. Information to Be Obtained and Maintained. The department of public works shall:

1. When base flood elevation data is provided through the flood insurance study or required as in subsection B of this section, obtain and record the actual elevation (in relation to mean sea level) of the lowest habitable floor (including basement) of all new or substantially improved structures and whether or not the structure contains a basement;

2. For all new or substantially improved non-residential structures that are floodproofed structures:
   a. Verify and record the actual elevation to which the structure has been floodproofed (in relation to datum specified on the FIRM), and
   b. Maintain certification by a registered professional engineer that the floodproofing methods for any structure meet the criteria as provided in WCC 17.16.090;

3. Maintain for public inspection all records pertaining to the provisions of this title;

4. Submit reports as required by FEMA for the National Flood Insurance Program.

D. Alteration of Watercourse.

1. Prior to any alteration or relocation of a watercourse, the department of planning and development services shall provide notification to adjacent communities and the Washington State Department of Ecology in accordance with Chapter 16.08 WCC.

2. The department of public works shall:
   a. Provide evidence of such notification to FEMA if requested;
   b. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

E. Required Submission of Additional Information. The administrator shall have authority to require the applicant to submit information certified by licensed professional land surveyors, architects, or engineers as may be reasonably necessary to assure conformance with the standards of this title. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

A. The hearing examiner as established by Whatcom County shall hear and decide requests for variances from the requirements of this title.

B. In deciding variance requests, the hearing examiner shall consider WCC 17.12.050; all technical evaluations, relevant factors, and standards specified in other sections of this title; and:

1. The danger that materials may be swept onto other land to the injury of others;

2. The danger of life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location, where applicable;

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. The compatibility of the proposed use with existing and anticipated development;

8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

9. The safety of access to the property in times of flood for ordinary and emergency vehicles;

10. The expected heights, velocity, duration, rate of rise, the sediment transport of the flood waters, and the effects of wave action, if applicable, expected at the site;

11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges; and

12. The potential of the proposed development to adversely affect endangered species and proposed mitigation measures to ensure compliance with the Endangered Species Act.

C. Upon consideration of the factors of subsection B of this section and the purposes of this title, the hearing examiner may attach such conditions to the granting of variances as deemed necessary to further the purposes of this title.

D. The hearing examiner shall maintain the records of all actions and report any variances to the Federal Insurance Administration upon request. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.12.050 Variances – Conditions for issuance.
A. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided items 1 through 12 in WCC 17.12.040(B) have been fully considered. As the lot size increases the technical justification required for issuing the variance increases.

B. Variances may be issued for the reconstruction, rehabilitation, or restoration of historic structures without regard to the procedures set forth in the remainder of this section.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship to the applicant;

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in WCC 17.12.040(B), or conflict with existing local laws or ordinances; and

4. A determination that the proposed development is compliant with the Endangered Species Act.

F. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

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G. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except subsection A of this section, and otherwise complies with WCC 17.16.020 and 17.16.030.

H. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.12.060 Appeals.
A. Any aggrieved party may appeal any order, variance, condition of approval, or alleged error made by the administrator in the administration or enforcement of this chapter to the hearing examiner, who shall have the authority to hear and decide such appeals.

B. An appeal shall be filed within 14 days of the issuance of a final permit decision. For decisions associated with a project permit, as defined in Chapter 20.97 WCC, the final permit decision is when the project permit is issued. For decisions not associated with a project permit, the final permit decision is when the floodplain development permit is issued by the administrator.

C. Appeals shall be processed in accordance with Chapter 22.05 WCC and accompanied by a fee as specified in the unified fee schedule.

D. The applicant, any party of record, or any county department may appeal any final decision of the hearing examiner to superior court within 10 business days of the final decision of the hearing examiner. (Ord. 2017-056 Exh. A).

17.12.070 Enforcement.
A. Any person, firm, or corporation violating any of the provisions of this title may be subject to enforcement actions and penalties allowed by county code, as amended, for the applicable development permit, approval, or license required for the floodplain development or action. The administrator is hereby authorized to enforce the provisions of this chapter.

B. The enforcement process and penalties contained in Chapter 20.94 WCC are hereby adopted in full for enforcement of this chapter, except for WCC 20.94.010 (Purpose) and WCC 20.94.060 (Appeals); provided, that each occurrence of the term “zoning administrator” shall be substituted with “administrator.” (Ord. 2017-056 Exh. A).
Chapter 17.16

FLOOD HAZARD REDUCTION STANDARDS

Sections:
17.16.010 Standards.
17.16.020 Anchoring.
17.16.030 Construction materials and methods.
17.16.040 Utilities.
17.16.050 Subdivision proposals.
17.16.060 Review of building permits.
17.16.070 Repealed.
17.16.080 Residential construction.
17.16.090 Nonresidential construction.
17.16.095 Critical facilities.
17.16.100 Manufactured homes.
17.16.110 Wet floodproofing.
17.16.115 Recreational vehicles.
17.16.120 Floodways.
17.16.125 Standards for AE and A1-30 Zones with Base Flood Elevations but no Floodways.
17.16.130 Standards for shallow flooding areas (AO Zones).
17.16.140 Coastal high hazard areas.

17.16.010 Standards.
The standards set forth in WCC 17.16.020 through 17.16.140 are required in all areas of special flood hazards. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.020 Anchoring.
A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

B. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA’s “Manufactured Home Installation in Flood Hazard Areas” guidebook for additional techniques). (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.030 Construction materials and methods.
A. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

B. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

C. Electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Locating such equipment below the base flood elevation may cause flood insurance premiums to be increased. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.040 Utilities.
A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

B. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

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C. On-site waste storage and disposal systems shall be located to avoid impairment to them, or contamination from them, during flooding.

D. Water supply wells associated with new development shall be located where they are not subject to ponding and are not in the floodway. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.050 Subdivision proposals.
A. All subdivision proposals shall:

1. Be consistent with the need to minimize flood damage.

2. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

3. Have adequate drainage provided to reduce exposure to flood damage.

B. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be developed in accordance with WCC 17.10.030(C). (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.060 Review of building permits.
Where elevation data is not available, either through the flood insurance study or from another authoritative source (WCC 17.10.010 and WCC 17.12.030(B)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.070 Specific standards.
Repealed by Ord. 2017-056. (Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.080 Residential construction.
A. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the flood protection elevation, as determined in accordance with WCC 17.10.020(D).

B. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

1. A minimum of two openings on different sides of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

2. The bottom of all openings shall be no higher than one foot above grade either inside or outside of the opening in the crawlspace;

3. Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of flood waters.

C. Subgrade crawlspace are prohibited unless the following conditions are met:

1. The interior grade of a crawlspace below the base flood elevation must not be more than two feet below the lowest adjacent exterior grade;

2. The height of the subgrade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point;

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3. A drainage system designed to adequately drain the subgrade crawlspace area (e.g., sub-surface drains or sump pump system) once flood waters have receded must be provided; and

4. The crawlspace must comply with applicable FEMA guidance (FEMA Technical Bulletin 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas or updated guidance).

The administrator will notify the applicant that construction of a subgrade crawlspace will likely impact flood insurance premiums. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.090 Nonresidential construction.
New construction and substantial improvement of any commercial, accessory, agricultural, industrial or other nonresidential structure together with attendant utility and sanitary facilities shall:

A. Have the lowest floor, including basement, elevated to the level of the flood protection elevation. The space below the lowest floor must meet the standards in WCC 17.16.080(B) and (C); or

B. Be dry floodproofed so that:

1. Below the flood protection elevation the structure is watertight with walls substantially impermeable to the passage of water; and

2. Structural components are capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

3. The design and methods of construction are certified by a registered professional engineer in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be as set forth in WCC 17.12.030(E) and shall be provided by the applicant as required by the department of public works; or

C. Be wet floodproofed in compliance with the requirements of WCC 17.16.110.

Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated as one foot below that level). (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.095 Critical facilities.
Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the floodplain shall have the lowest floor elevated two feet above the base flood elevation. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into flood waters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible without adversely affecting the flood-carrying capacity of the SFHA. (Ord. 2017-056 Exh. A).

17.16.100 Manufactured homes.
All manufactured homes to be placed or substantially improved shall be:

A. Elevated on a permanent foundation in accordance with WCC 17.16.080 if within Zones A, AE, AH, and AO, and subject to WCC Title 15.

B. Elevated on a permanent foundation in accordance with WCC 17.16.140 if within Zone V or VE.

C. Securely anchored to an adequately anchored foundation system in accordance with the provisions of WCC 17.16.020(B). (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.110 Wet floodproofing.
A. Wet floodproofing is allowed for the following types of nonresidential construction:
1. Wet floodproofing is allowed without a variance for enclosed areas below the flood protection elevation that are used solely for parking, access, or limited storage, including attached and detached garages.

2. Wet floodproofing is allowed with a variance for the types of structures listed below; however, the administrator may waive the requirement for a formal variance provided the proposal meets the conditions of subsection B of this section and applicable FEMA guidance (FEMA Technical Bulletin 7, Wet Floodproofing Requirements, or updated guidance).
   a. Structures functionally dependent on close proximity to water.
   b. Historic structures.
   c. Residential accessory structures that do not exceed a maximum value of $25,000 for the cost of construction and are designed to have a low potential for structural damage. The market value of construction shall be determined by the administrator in accordance with the valuation procedure used when setting building permit fees.
   d. Agricultural structures used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including livestock, if they are designed to have a low potential for structural damage.

B. Each structure that is wet floodproofed shall meet the following standards:

1. It shall comply with the floodway encroachment provisions of WCC 17.16.120.

2. It shall be anchored to prevent flotation, collapse, and lateral movement.

3. All portions of the structure below the flood protection elevation shall be constructed of flood-resistant materials.

4. Service utilities such as mechanical, electrical, and heating equipment shall meet the standards of WCC 17.16.030(C) and 17.16.040.

5. It shall have openings to allow free flowage of water that meet the criteria in WCC 17.16.080(B).

6. It shall be designed to have a low potential for structural damage from flood inundation, scouring, velocities, and debris impact.

7. The intended use of the structure shall have a low damage potential for content damage or an emergency operation plan to remove the contents.

8. The project shall meet all other requirements of this title. (Ord. 2017-056 Exh. A).

17.16.115 Recreational vehicles.
Recreational vehicles placed on sites within Zones A, AE, AH, AO, V, and VE shall either:

A. Be on the site for fewer than 120 consecutive days; and

B. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and having no permanently attached additions; or

C. Meet the requirements of WCC 17.16.100 and anchoring requirements for manufactured homes. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A).

17.16.120 Floodways.
Located within areas of special flood hazard established in WCC 17.10.010 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

B. Construction or reconstruction of residential structures is prohibited within designated floodways, except for the following:

1. Repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; provided, that the cost of which does not exceed 50 percent of the market value of the structure either (a) before the repair, reconstruction, or improvement is started; or (b) before the damage occurred, if the structure has been damaged and is being restored. Work done on structures to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions shall not be included in the 50 percent;

2. Repairs, replacement, reconstruction, or improvements to existing farmhouses located in designated floodways and located on designated agricultural lands that do not increase the building’s total square footage of encroachment and are consistent with all requirements of WAC 173-158-075;

3. Repairs, replacement, reconstruction, or improvements to substantially damaged residential dwellings other than farmhouses that do not increase the building’s total square footage of encroachment and are consistent with all requirements of WAC 173-158-076; or

4. Repairs, reconstruction, or improvements to residential structures identified as historic structures that do not increase the building’s dimensions.

C. If the provisions of subsections A and B of this section are met, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.125 Standards for AE and A1-30 Zones with Base Flood Elevations but no Floodways.
In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

17.16.130 Standards for shallow flooding areas (AO Zones).
Shallow flooding areas appear on FIRMs as AO Zones with depth designations. The base flood depths in these zones range from one to three feet where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:

A. New construction and substantial improvements of residential structures within AO Zones shall have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot above the depth number specified on the FIRM (at least two feet above the highest adjacent grade if no depth number is specified).

B. New construction and substantial improvements of nonresidential structures within AO Zones shall either:

1. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, to one foot above the depth number specified on the FIRM (at least two feet if no depth number is specified); or

2. Together with attendant utility and sanitary facilities, be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
buoyancy. If this method is used, compliance shall be certified by a registered professional engineer as in WCC 17.16.090(B)(3).

C. Adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures shall be provided. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

17.16.140 Coastal high hazard areas.
Located within areas of special flood hazard established in WCC 17.10.020 are coastal high hazard areas, designated as Zones V and VE. These areas have special flood hazards associated with high velocity waters from tidal surges and, therefore, in addition to meeting all applicable provisions in this title, the following provisions shall also apply:

A. All new construction and substantial improvements in Zones V and VE shall be elevated on pilings and columns so that:

1. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the flood protection elevation; and

2. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsections (A)(1) and (2) of this section.

B. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V and VE, and whether or not such structures contain a basement. The local administrator shall maintain a record of all such information.

C. All new construction shall be located landward of the reach of mean high tide.

D. Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

2. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

E. If breakaway walls are utilized, such enclosed space shall be usable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

F. Prohibit the use of fill for structural support of buildings.

G. Prohibit manmade alteration of sand dunes which would increase potential flood damage. (Ord. 2017-056 Exh. A; Ord. 96-050 Exh. A; Ord. 87-25 (part)).

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
Chapter 17.20

FLOOD CONTROL

MAINTENANCE PROGRAM

(Repealed by Ord. 2008-047)
Chapter 17.24

UNAUTHORIZED USE OF
MOTORIZED VEHICLES UPON FLOOD CONTROL STRUCTURES

Sections:
17.24.010 Definitions.
17.24.020 Unauthorized use of motorized vehicle.
17.24.030 Violation – Penalty.

17.24.010 Definitions.
The definitions set forth in this section shall apply throughout this chapter.

A. “County” means Whatcom County, unless otherwise noted.

B. “Flood control structure” means any structure, whether natural or manmade in origin, that operates, or is intended, to contain, channelize, direct or otherwise control the flow of water along or near the banks of the Nooksack River.

C. “Motorized vehicle” means any vehicle that is motor-driven, whether by internal combustion engine or electric motor, and any attachments thereto.

D. “Nooksack River” means the river commonly known as the Nooksack River, along with its North, Middle, and South Forks, as more precisely defined in WAC 173-18-410 as now written or hereinafter amended, and the channels within which this river and its forks flow, within Whatcom County.

E. “Proper authorization” means use of a motorized vehicle for purposes of inspection, maintenance, improvement, or construction of flood control structures, or for access for legitimate agricultural purposes:

1. By immediate family members or current employees of the owner or tenant of the land upon which the flood control structure is located, under the authority and direction of that owner or tenant, or

2. Under the authority and with the current permission of the public agencies responsible for flood control activities within the county.

The claim of proper authorization is an affirmative defense which must be pled prior to hearing or trial, and which the defendant must prove by a preponderance of the evidence. (Ord. 2017-056 Exh. A; Ord. 2003-002).

17.24.020 Unauthorized use of motorized vehicle.
It is unlawful for any person to operate, or to ride upon, a motorized vehicle on any flood control structure within 3,000 feet of the Nooksack River, unless done with proper authorization. (Ord. 2017-056 Exh. A; Ord. 2003-002).

17.24.030 Violation – Penalty.
Violation of this chapter shall constitute a Class 1 civil infraction under the authority granted the county in Chapter 7.80 RCW. Each violation hereof shall be punishable by a maximum penalty or default amount as set forth in RCW 7.80.120, or any successor statute thereto. All violations shall be charged, heard, and determined in accordance with the procedures set forth in Chapter 7.80 RCW. Employees of the Whatcom County public works department, river and flood division, or its successor agency, if any there be, as well as all others who are otherwise authorized to enforce ordinances of this county, are hereby authorized to enforce the provisions of this title, consistent with the provisions of Chapter 7.80 RCW.

After having been found to have committed two infractions for violations of the provisions of this chapter, any person who further violates the provisions of this chapter shall be guilty of a misdemeanor, and shall be subject to criminal penalties including a fine of not more than $1,000, together with statutory assessments and any costs of action, and imprisonment in the county jail for a period of not more than 90 days.

The Whatcom County Code is current through Ordinance 2018-052, passed October 10, 2018, and Resolution 2018-037, passed October 10, 2018.
In addition to the civil and criminal remedies provided for above, the county or the owner(s) of the land affected by the violation of the provisions of this chapter may bring such injunctive, declaratory or other actions as deemed necessary, and as otherwise allowed by law, to ensure that violations are prevented or cease, and to otherwise enforce the provisions of this chapter. (Ord. 2017-056 Exh. A; Ord. 2003-002).
TITLE OF DOCUMENT: Request to repeal and replace Whatcom County Ordinance Chapter 1.28 “STANDARDS FOR CORRECTIONAL FACILITIES”

ATTACHMENTS: Memo, Draft Replacement Ordinance with Exhibit

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.)

With the enactment of Ordinance No. 87-85, the County adopted facility standards for the Whatcom County Jail. This ordinance was eventually codified under chapter 1.28 of the Whatcom County Code, Standards for Correctional Facilities. These standards were originally adopted to comply with RCW 70.48.071, a new state law requiring Counties to adopt standards for correctional facilities. At that time, Whatcom County elected to adopt existing state standards and, over time, those standards have changed, become outdated and/or have been repealed. The County is currently operating under WCC 1.28, a code with outdated standards that expose the County to the risk of civil liability. As a result, the Prosecutor Attorney’s Office has recommended that the Sheriff request the County Council to adopt an ordinance repealing the current provisions in Chapter 1.28 of the Whatcom County Code in their entirety, and replacing it with the provisions in Exhibit “A.”
PROPOSED BY: Whatcom County Sheriff's Office
INTRODUCTION DATE:

ORDINANCE NO. ______

REPEAL WHATCOM COUNTY CODE 1.28 IN ITS ENTIRETY

WHEREAS, in 1987, Chapter 70.48 RCW, the City and County Jails Act, was adopted; and

WHEREAS, RCW 70.48.071 specifically provided that "...local government that own or operate adult correctional facilities shall, individually or collectively, adopt standards for the operation of those facilities no later than January 1, 1988..." and

WHEREAS, the state jail commission standards were adopted for correctional facilities in Title 289 WAC, Corrections Standards Board;

WHEREAS, to comply with RCW 70.48.071, the Whatcom County Council adopted the same state standards contained in Title 289 WAC in their entirety through its enactment of Ordinance No. 87-85, and this ordinance was ultimately codified in chapter 1.28 of the Whatcom County Code (WCC), Standards for Correctional Facilities; and

WHEREAS, in 2006 all sections of Title 289 WAC were repealed and decodified as they were outdated; and

WHEREAS, Whatcom County’s identical standards are similarly outdated; and

WHEREAS, the Whatcom County Sheriff’s Office is unable to comply with the standards and requirements under WCC 1.28 as codified, thus exposing Whatcom County to potential civil liability; and

WHEREAS, the Whatcom County Sheriff’s Office requests the repeal of the current provisions in WCC 1.28 in their entirety, and replacing them with the provisions in Exhibit A, attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the current WCC 1.28 be repealed and replaced with the language in Exhibit A.

ADOPTED this ____ day of November, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
(Dana Brown-Davis, Clerk of the Council) WHATCOM COUNTY, WASHINGTON
(Current Chair’s Name), Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

__________________________

(Current Executive’s Name), County

( ) Approved  ( ) Denied

Date Signed: ____________________
Exhibit "A"

Chapter 1.28

STANDARDS FOR CORRECTIONAL FACILITIES

1.28.010 General

A. The rules in this chapter shall apply to "Adult Correctional Facilities" within Whatcom County. "Adult Correctional Facilities" shall be defined as facilities used for housing of adult persons serving terms not exceeding one year for the purposes of punishment, correction and rehabilitation following conviction of a criminal offense, and/or facilities used for housing adult persons being held while awaiting adjudication of a criminal offense.

B. When the word "shall" is used in this chapter, it is used as an imperative and must be considered mandatory. When the term "may" is used in this chapter, it is used as directory only and is not mandatory but rather permissive.

1.28.11 Operational standards

A. The Whatcom County Sheriff shall have the express authority to adopt any and all operational standards, rules, and procedures for the Whatcom County Sheriff’s Office Corrections Bureau as needed. The Sheriff may adopt, revise, implement and/or update these standards at any time and as needed to conform with federal, state, and local laws and regulations.

B. These standards are collectively established within the Sheriff’s Office General Policies, the Sheriff’s Office Corrections Bureau Operational Policies and Procedures, and the Medical Policies and Procedures of the Jail Health Program. All operational standards and any amendments thereafter shall be retained by the Whatcom County Sheriff’s Office.

C. All operational standards related to the physical plant, regulated by the International Building Code and/or federal, state or local laws, shall be maintained and enforced by County Administrative Services.
MEMORANDUM

TO: County Executive
    County Council

FROM: Bill Elfo, Sheriff

DATE: November 21, 2018

SUBJECT: Request to Repeal and Replace Whatcom County Ordinance Chapter 1.28 “STANDARDS FOR CORRECTIONAL FACILITIES”

I am writing to you today to provide some explanation regarding an ordinance repeal request submitted to you via the County Executive, and in consultation with the Whatcom County Prosecutor’s Office. The reason for the proposed ordinance repeal and replace action is that the current Chapter 1.28 of the Whatcom County Code (WCC) is obsolete, inconsistent with best practices and ineffective. The current ordinance should be replaced in its entirety, and replacing it with the provisions contained in Exhibit A, attached hereto. Day to day procedures and operations and the standards for those operations and procedures should reside in the written regulations, policies and procedures of the Sheriff’s Office. Otherwise it is too cumbersome to revise, update and manage those critical policies as practices change and case law evolves. This would exclude, however the facility standards that are contained in the applicable building codes.

You may question as to why we are now requesting to repeal and replace a long-outdated section of the Code. Previously the legal advice we had received was that there is a provision in the code that allows the standards to be suspended during times of over-crowding. Since the main jail has had a long, ongoing status of being overcrowded, the standards were considered to be suspended. With the recent strategy of population draw down, new jail use agreements, and contracting with outside correctional facility for placement of Whatcom County and local City inmates, we have stabilized the population to an acceptable level and the argument that overcrowding suspends the obsolete code no longer suffices. Legal analysis has confirmed this and we concurred with the Prosecuting Attorney’s Office that work should commence to review our body of policy and standards (outside of the code) to assure that existing policies, guidelines, procedures and requirements sufficiently exist. We prepared a spreadsheet to cross reference all the code sections and requirements with current sections of our various policies to assure that all applicable areas are covered by a policy or other written standards.

1
**History of the County Code, Chapter 1.28** Upon enactment of Ordinance No. 87-85, the County Council adopted facility standards for the Whatcom County Jail in 1987. This ordinance was eventually codified as chapter 1.28 WCC, *Standards for Correctional Facilities*. This was done to comply with RCW 70.48.071, a then new state law requiring Counties to adopt standards for correctional facilities. At that time, Whatcom County elected to adopt existing state standards. These standards expired in 2006 along with the elimination of the State Jail Commission.

Over the course of thirty years, new legislation and case law has invalidated many of the standards contained in our existing code. WCC 1.28 is no longer compliant with the law. To avoid significant exposure to civil liability, the County should repeal WCC 1.28 and bring the County into compliance with current law.

Some examples of serious problems with WCC 1.28:

1) **WCC 1.28 contains outdated standards:**

   In 1987, WCC 1.28 reflected the most recent standards, laws and best practices. Over time, these standards were changed, amended and/or repealed. For example, the old standards provide for “choke holds” as a method of restraint. Today, this practice is no longer an acceptable form of restraint. New standards, not provided for in our code, include regulating the types of restraints used on pregnant women and those used in strip searches, the prevention of prison rape, the required level of medical care to be provided to offenders, and the evolution of electronics. WCC 1.28 was adopted in 1987, has never been amended, and is now outdated and no longer compliant with new legislation or modern standards we use today.

2) **WCC 1.28 is too narrowly written:**

   WCC 1.28 is narrowly written to address specific contexts and does not provide any flexibility for change. The standards for correctional facilities are continuously changing and our code fails to reflect the standards set by new legislation, case law or national standards for best practices as they currently exist. WCC 1.28 must be repealed as the standards are narrowly written and cannot be changed without rewriting the entire code.

3) **WCC 1.28 conflicts with standards/laws:**

   WCC 1.28.030 provides “physical plant standards” that conflict with existing building codes and national standards developed by the American Corrections Association for correctional facilities. For example, the old standards provide for the type of wall finishing and the type of sink and faucet required to be used in a corrections facility infirmary, along with the number of foot-candles for lighting in each housing unit. These standards conflict with current building and safety codes and are in violation of federal, state and national safety standards.

**Current Practice in other WA Counties:** An electronic search of county codes related to correctional facilities within Washington State produced the following information:
- A majority of counties (27) in Washington do not have code provisions governing their correctional facilities. The counties that have codes adopted their own standards, the state standards, or have referenced the policy and procedure manuals they have utilized in developing their own standards for correctional facilities.
- The counties that adopted the state standards have either rewritten their entire code, repealed their code, or their code remains outdated and unchanged like ours.

**Proposed alternative to current code language:** Replace the current code sections and language with the following simplified sections specifying the responsibility to maintain current operational standards, rules, policies and procedures to conform with legal requirements.