

CLERK OF THE COUNCIL
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COUNTY COURTHOUSE
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COUNCILMEMBERS
Barbara Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Carol Frazey
Satpal Sdhu

WHATCOM COUNTY COUNCIL

**COMBINED
AGENDA PACKET FOR
JUNE 4, 2019**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

SPECIAL COMMITTEE OF THE WHOLE (9:30 A.M.)

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (11 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1:30 P.M.)

SPECIAL COMMITTEE OF THE WHOLE (3:15 P.M.)

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

JUNE 11, 2019

**9 A.M. - JOINT HEALTH BOARD/PUBLIC HEALTH ADVISORY BOARD MEETING
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET**

JUNE 18, 2019

**REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

JUNE 25, 2019

**10:30 A.M. - SURFACE WATER WORK SESSION
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET**

JULY 4, 2019

HOLIDAY - OFFICE CLOSED

**PLEASE VISIT THE COUNCIL'S NEW LEGISLATIVE INFORMATION CENTER
TO ACCESS ALL COUNCIL MEETING-RELATED INFORMATION**

COMMITTEE AGENDAS

COUNCIL SPECIAL COMMITTEE OF THE WHOLE
9:30 a.m. Tuesday, June 4, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-293 Discussion of proposed rate structure for Lake Whatcom Stormwater Utility
Pages 1 - 29

Other Business

Adjourn

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
Members: Tyler Byrd, Carol Frazey, Satpal Sidhu
11 a.m. Tuesday, June 4, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

County Executive's Report

Special Presentation

1. AB2019-287 Quarterly report from Whatcom County's Finance Department
Page 30

Committee Discussion

1. AB2019-331 Discussion of Crisis Stabilization Facility operational issues
Pages 31 - 36

Committee Discussion and Recommendation to Council

1. AB2019-310 Request authorization for the County Executive to enter into a 35 year lease agreement between Whatcom County and Whatcom County Search and Rescue Council, to provide for the Whatcom County Search and Rescue usage of real property to house their operation in furtherance of their public service, for the annual amount of \$1.00
Pages 37 - 44

Council "Consent Agenda" Items

1. AB2019-300 Request authorization for the County Executive to enter into a contract between Whatcom County and Catholic Community Services to provide funding for resident support services at Francis Place, in the amount of \$288,916
Pages 45 - 63

2. AB2019-319 Request authorization for the County Executive to enter into a contract between Whatcom County and Transpo Group USA, Inc., to develop the Whatcom County ADA Transition Plan, in the amount of \$145,251.99
Pages 64 - 121

3. AB2019-327 Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and tenant Emelia Wilson for the apartment at 5236 Nielson Avenue, located above the Tennant Lake Interpretive Center, in the amount of \$945 per month
Pages 122 - 154

4. AB2019-328 Request authorization for the County Executive to enter in to a contract between Whatcom County and Unique Places LLC to perform GIS mapping, analysis and outreach materials development for the Purchase of Development Rights program, in the amount of \$43,000
Pages 155 - 170

5. AB2019-330 Request authorization for the County Executive to enter into a 2 year agreement between Whatcom County and West Publishing for online database and software subscriptions
Pages 171 - 178

6. AB2019-311 Request authorization for the County Executive to award Bid #19-37 and enter into a subsequent contract between Whatcom County and Herron Valley, Inc. DBA Bayside Services, for the annual street sweeping and cleaning services of the Lake Whatcom and Lake Samish watershed areas, in the amount of \$75,000
Pages 179 - 181

Other Business

Adjourn

PUBLIC WORKS AND HEALTH COMMITTEE

Members: Barbara Brenner, Barry Buchanan, Carol Frazey

1:30 p.m. Tuesday, June 4, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2019-324 Quarterly report from Whatcom County Public Works
Page 182
2. AB2019-323 Public Works staff to present a brief presentation about the East Smith Road and Hannegan Road intersection improvements
Page 183

Committee Discussion

1. AB2019-021 Ordinance granting Deer Creek Water Association a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services
Pages 184 - 203
2. AB2019-167 Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services
Pages 204 - 248

Other Business

Adjourn

COUNCIL SPECIAL COMMITTEE OF THE WHOLE

3:15 p.m. Tuesday, June 4, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-285 Ordinance amending Whatcom County Code Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons
Pages 249 - 319

Other Business

Adjourn

COUNCIL AGENDA

**REGULAR COUNCIL MEETING
7:00 p.m. Tuesday, June 4, 2019
Council Chambers, 311 Grand Avenue**

**CALL TO ORDER
FLAG SALUTE
ROLL CALL
ANNOUNCEMENTS**

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

MINUTES CONSENT

1. MIN2019-040 Committee of the Whole for May 21, 2019
Pages 320 - 322
2. MIN2019-041 Regular County Council for May 21, 2019
Pages 323 - 334

PUBLIC HEARINGS

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

1. AB2019-277 Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10
Pages 335 - 338
2. AB2019-278 Ordinance establishing a speed limit for several roads in the Bennett Drive area
Pages 339 - 343
3. AB2019-288 Ordinance establishing a speed limit for Delta Line Road
Pages 344 - 347
4. AB2019-289 Ordinance establishing a speed limit for several roads in the Northwest Drive area
Pages 348 - 355
5. AB2019-306 Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties
Pages 356 - 364

OPEN SESSION (20 MINUTES)

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

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

1. AB2019-300 Request authorization for the County Executive to enter into a contract between Whatcom County and Catholic Community Services to provide funding for resident support services at Francis Place, in the amount of \$288,916
Pages 45 - 63
2. AB2019-319 Request authorization for the County Executive to enter into a contract between Whatcom County and Transpo Group USA, Inc., to develop the Whatcom County ADA Transition Plan, in the amount of \$145,251.99
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Pages 179 - 181

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2019-310 Request authorization for the County Executive to enter into a 35 year lease agreement between Whatcom County and Whatcom County Search and Rescue Council, to provide for the Whatcom County Search and Rescue usage of real property to house their operation in furtherance of their public service, for the annual amount of \$1.00
Pages 37 - 44

(No Committee Assignment)

2. AB2019-307 Resolution regarding reducing incarceration of young adults (Council acting as the Health Board)
Pages 365 - 367

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-329 Request confirmation of the County Executive's appointment of Sonja Max to the Bicycle/Pedestrian Advisory Committee
Pages 368 - 372
2. AB2019-333 Request confirmation of the County Executive's appointment of Arrissia Owen Turner to the Whatcom County Developmental Disabilities Board
Pages 373 - 376

INTRODUCTION ITEMS

Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.

1. AB2019-308 Ordinance suspending Whatcom County Code 1.28 to update the correctional facilities operational standards
Pages 377 - 380
2. AB2019-321 Ordinance amending the 2019 Whatcom County Budget, request no. 8, in the amount of \$508,163
Pages 381 - 391
3. AB2019-322 Ordinance amending Whatcom County Charter Sections 4.20 (Qualifications) and 6.90 (Illegal Contracts)
Pages 392 - 395
4. AB2019-320 Resolution amending the 2019 Flood Control Zone District and Subzones Budget, request no. 3, in the amount of \$1,560,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 396 - 402

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

WHATCOM COUNTY COUNCIL ACTION TAKEN – May 21, 2019

CALL TO ORDER

Councilmembers Present: Brenner, Browne, Buchanan, Byrd, Sidhu, Donovan, Frazey
Absent: None

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

1. MIN2019-034 Committee of the Whole for April 9, 2019: **Approved Consent 7-0**
2. MIN2019-035 Regular County Council for April 9, 2019: **Approved Consent 7-0**
3. MIN2019-036 Surface Water Work Session for April 16, 2019: **Approved Consent 7-0**
4. MIN2019-037 Committee of the Whole for April 23, 2019: **Approved Consent 7-0**
5. MIN2019-038 Regular County Council for April 23, 2019: **Approved Consent 7-0**
6. MIN2019-039 Regular County Council for May 7, 2019: **Approved Consent 7-0**

PUBLIC HEARINGS

1. AB2019-249 Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board
Amended and adopted 6-1, Byrd opposed, Ordinance 2019-040

OPEN SESSION

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

1. AB2019-172 Request authorization for the County Executive to enter into a contract between Whatcom County and Meridian School District for a five year lease of the Sheriff's Office sub-station at 194 W. Laurel with a total cost of \$59,977
Approved Consent 7-0
2. AB2019-286 Request authorization for the County Executive to enter into a contract between Whatcom County and Herrera Environmental Consultants to do a Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits in the amount of \$99,821
Approved Consent 6-0, Byrd abstained
3. AB2019-290 Request authorization for the County Executive to enter into an agreement between Whatcom County and the County Road Administrative Board in order to receive Rural Arterial Preservation grant funding for the Birch Bay/Lynden Road Pavement Rehabilitation project, Enterprise Road to Rathbone Road, in the amount of \$165,000
Approved Consent 7-0
4. AB2019-291 Request authorization for the County Executive to enter into an agreement between Whatcom County and the County Road Administrative Board in order to receive Rural Arterial Preservation grant funding for the East Smith Road Pavement Rehabilitation project, Hannegan Road to Everson-Goshen Road, in the amount of \$1,035,000
Approved Consent 7-0
5. AB2019-298 Request authorization for the County Executive to enter into the 2019-2020 collective bargaining agreement between Whatcom County and Professional and Technical Employees, Local 17
Approved Consent 7-0

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2019-296 Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase of Development Rights Administrator and Whatcom County Executive to proceed with the acquisition of a forestry conservation easement on the Seed Orchard application
Amended and approved 7-0, Resolution 2019-026

WHATCOM COUNTY COUNCIL ACTION TAKEN – May 21, 2019

2. AB2019-297 Resolution authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants
Approved 7-0, Resolution 2019-027

(From Council Finance and Administrative Services Committee)

3. AB2019-263 Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787
Adopted 7-0, Ordinance 2019-041
4. AB2019-265 Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1
Adopted 7-0, Ordinance 2019-042
5. AB2019-280 Request authorization for the County Executive to enter into an interlocal between Whatcom County and Whatcom County Fire Protection District #11 to provide a supplementary notification system, in the amount of \$285 a year for six years
Approved 7-0
6. AB2019-281 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom County Fire Protection District #8 to provide fire protection services, in the amount of \$2500 for 2019 and 2020 and in the amount of \$2625 for 2021 and 2022
Approved 7-0
7. AB2019-276 Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10
Approved 6-0, Brenner abstained, Resolution 2019-028

(From Council Planning and Development Committee)

8. AB2019-295 Request Council review and approval of the proposed Public Participation Plan for the 2020 Shoreline Master Program Periodic Update
Approved 7-0

(No Committee Assignment)

9. AB2019-304 Discussion regarding future scheduling of AB2019-285, a proposed ordinance amending Whatcom County Code Title 3 to require that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons
Motion carried 4-2-1, Brenner and Byrd Opposed, Donovan abstained, to schedule in Committee of the Whole
10. AB2019-303 Resolution identifying 2020-2021 salary and benefits for Whatcom County elected officials
Motion carried to notify the public that the Council received the approved salary adjustments from the Salary Commission.

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-261 Appointment to the Business and Commerce Advisory Committee, representing Health Care Industry, applicant: Debbie Ahl (committee advises the Whatcom County Council on issues that could impact local businesses, industry, or economic development)
Appointed: Debbie Ahl
2. AB2019-268 Appointment to the Surface Mining Advisory Committee, applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user). Christopher Secrist (Geologist) - (this committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive plan)
Appointed: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user). Christopher Secrist (Geologist)
3. AB2019-272 Appointment to the Forestry Advisory Committee, forest product manufacturer representative, term ending 1/31/2023, applicant: Eric Jacoby (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry)
Appointed: Eric Jacoby

WHATCOM COUNTY COUNCIL ACTION TAKEN – May 21, 2019

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-294 Request confirmation of County Executive's appointment of Raquel Vernola to the Commission on Sexual & Domestic Violence
Confirmed 7-0

INTRODUCTION ITEMS

1. AB2019-278 Ordinance establishing a speed limit for several roads in the Bennett Drive area
Introduced 7-0
2. AB2019-288 Ordinance establishing a speed limit for Delta Line Road
Introduced 7-0
3. AB2019-289 Ordinance establishing a speed limit for several roads in the Northwest Drive area
Introduced 7-0
4. AB2019-306 Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties
Introduced 7-0
5. AB2019-277 Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10
Introduced 7-0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

AB2019-302 Discussion with Civil Deputy Prosecutor George Roche regarding pending litigation, Hochreiter v. Phipps and Whatcom County

Motion carried 7-0 that, pursuant to Whatcom County Code 2.56, the Council hereby finds the following: A. The employees were acting in a matter in which the county had an interest; B. The employees were acting in the discharge of a duty imposed or authorized by law; and C. The employees acted in good faith. Furthermore, the officers, officials, agents or employees will be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

ADJOURN

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, June 4, 2019 in the Council Chambers, 311 Grand Avenue, Bellingham



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-293

File ID:	AB2019-293	Version:	1	Status:	Agenda Ready
File Created:	05/08/2019	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		

First Assigned to: Council Special Committee of the Whole

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of proposed rate structure for Lake Whatcom Stormwater Utility

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works staff will continue discussions with Council on the advisory committee-recommended rate structure for the Lake Whatcom Stormwater Utility

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/21/2019	Council Finance and Administrative Services Committee	DISCUSSED	

Attachments: May 14 Surface Water Work Session Packet

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY COUNCIL
SURFACE WATER
WORK SESSION**

May 14, 2019



MEMORANDUM

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

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Program Manager

DATE: May 6, 2019

RE: May 14, 2019 Council Surface Water Work Session

Please refer to the proposed agenda below for the next Surface Water Work Session. Additional supporting documents may be distributed at or before the meeting.

AGENDA

Date:	Tuesday, May 14, 2019		
Time:	10:30 a.m. to 12:00 p.m.		
Place:	Civic Center Garden Level Conference Room		
Time	Topic	Council Action Requested	Background Information Attached
10:30 AM – 11:45 AM	Overview of Draft Resolution and Ordinance for Implementation of Fees for the Lake Whatcom Stormwater Utility Rate	Discussion	LWSU Fee Implementation Report, Draft Ordinance, Minority Report
11:45 AM – 12:00 PM	Watershed Planning Update	Discussion	None

If you have questions, please feel free to call me at (360) 778-6218.

cc: Mike McFarlane Joe Rutan Paula Harris John Wolpers Mike Donahue
 Beth Bushaw Jeff Hegedus John Thompson Kraig Olason Erika Douglas
 Tyler Schroeder Josh Fleischmann Karen Frakes Jennifer Schneider Jill Nixon
 Sue Blake Roland Middleton Dana Brown-Davis Atina Casas Cathy Craver
 George Boggs Ryan Ericson Lonni Cummings Kristi Felbinger Mark Personius

Whatcom County

Lake Whatcom Stormwater Utility



LWSU Fee Implementation Report

DRAFT

May 2019

Washington

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FCS GROUP
Solutions-Oriented Consulting

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Section I. INTRODUCTION

Lake Whatcom Management Program

The Lake Whatcom watershed is in Whatcom County in the northwest corner of Washington State. The Watershed is a major source of drinking water for residents and provides a place to live for a variety of animals, fish and humans alike.

Lake Whatcom's water quality has deteriorated as a result of excessive phosphorus entering the lake from residential development, logging, airborne deposition, and natural processes. This phosphorus loading has contributed to algae blooms and dissolved oxygen deficits, causing problems for the water supply system, aquatic biota, and recreational users of the lake.

The City of Bellingham, Whatcom County, and the Lake Whatcom Water and Sewer District came together in 1998 to formalize, by interlocal agreement, the Lake Whatcom Management Program (LWMP). The goal of this program is to improve lake water quality by jointly implementing programs affecting the Lake Whatcom watershed. These programs include land preservation, stormwater management, land use management, hazardous material response, education and engagement, and many more.

The City of Bellingham's stormwater utility and Lake Whatcom Watershed Land Acquisition and Preservation Program contributes resources towards this program. County funding for their portion of the LWMP comes from a variety of sources, including Flood Control Zone District Tax (FCZD or Flood Tax), Real Estate Excise Tax (REET), County Road Tax, and grants when available.

TMDL Requirements Create Additional Funding Need

In April of 2016, the U.S. Environmental Protection Agency (EPA) and Washington State Department of Ecology (DOE) approved a water quality improvement plan for the Lake Whatcom watershed, which intends to limit the total phosphorus and bacteria TMDL (total maximum daily load) entering the lake in compliance with the federal Clean Water Act.

To quote the adopted plan, "During development of this TMDL, Ecology (DOE) found that if runoff is reduced to match forested conditions in 87% of the current developed area, the remaining 13% of that developed area can continue to discharge stormwater as it does now. This does not mean that 87% of the developed area must be converted to forest. Rather, it means that the runoff from that land must be managed so that the effect on the lake is the same as if the runoff came from a forest."

In response to this new requirement, the City of Bellingham and Whatcom County submitted a letter to the DOE (dated October 20, 2016), proposing a 50-year implementation timeline with an associated \$100 million budget (2016 dollars; assumed to be \$50 million per jurisdiction).

The City's stormwater utility and Lake Whatcom Watershed Land Acquisition and Preservation Program is responsible for generating resources to implement the City's portion of this plan. However, the County's share of the implementation cost cannot be covered by the existing funding sources previously mentioned (FCZD / Flood Tax, REET, County Road Tax, and or grants).

Lake Whatcom Stormwater Utility Formation & Service Area

Formation & Purpose

In December 2017, the Whatcom County Council established the Lake Whatcom Stormwater Utility Service Area (LWSU), via Ordinance 2017-076, under the authority of RCW 36.89.

The purpose of the new stormwater utility is to provide additional funding for efforts to clean up and protect Lake Whatcom water quality. As previously stated, existing funding sources are not enough to meet current and future Lake Whatcom program needs, in order to comply with state-mandated reductions in phosphorus. **Exhibit 1** shows the County’s total estimated LWMP cost per year, the amount already funded from existing sources, and the amount needed from the Lake Whatcom Stormwater Utility fee (\$817,600).

Exhibit 1. County’s LWMP Cost and Funding Sources

Description	Total LWMP Program Cost	Funded by FZCD, REET, Road Tax, Grants	Needs to be Funded by Lake Whatcom Stormwater Fee
Capital Construction	\$ 1,000,000	\$ 750,000	\$ 250,000
Capital Maintenance	180,300	-	180,300
Stormwater Program	1,269,930	1,127,630	142,300
NPDES Program	273,750	273,750	-
NPDES O&M	187,076	187,076	-
Aquatic Invasive Species	132,000	132,000	-
Homeowners Incentive Program	300,000	100,000	200,000
Monitoring	45,000	-	45,000
Total	\$ 3,388,056	\$ 2,570,456	\$ 817,600

Funding Study

Whatcom County Public Works and FCS GROUP conducted a funding study to evaluate stormwater fee structure options for the new stormwater utility service area from June 2018 to March 2019. Stakeholder input and recommendations were provided through a citizen advisory committee. Interested members of the public attended advisory committee meetings and provided comments to the committee for consideration.

Advisory Committee

The aforementioned citizen advisory committee was selected by the Whatcom County Council on May 8, 2018. The purpose of the committee was to represent rate payers in the Lake Whatcom Stormwater Utility Service Area and advise Whatcom County Public Works staff and the Whatcom County Council on a recommended stormwater fee structure. The committee provided their final recommendations on March 20, 2019.

Service Area

The LWSU service area includes the entire unincorporated Lake Whatcom watershed (outside city limits), as shown in the map in the appendix to this report.

Section II. FEE METHODOLOGY

Rational Nexus Between Service Cost / Benefit and Fee

A fee may be found legally valid if the services that it funds generally benefit those who pay it – a property-specific link between fees paid and level of service received is generally not required. Case law in Washington, notably *Teter v. Clark County*, has supported the stance that an indirect linkage is adequate justification for a fee. Throughout the United States, impervious surface area is a widely accepted measure of runoff contribution, providing the basis for fees in most stormwater utilities. In support of this methodology, the 2016 TMDL report noted that, “The simplest way to meet the phosphorus reduction goal [for the Lake Whatcom Watershed] is through full infiltration of runoff.”

An impervious surface area-based fee structure was recommended by FCS GROUP and County staff, and ultimately was the committee recommended structure as well.

General Fee Methodology

The proposed LWSU stormwater fee would be assessed annually, therefore the fee itself will be expressed as an annual fee. Two key pieces of information are needed in order to calculate the annual fee, as shown in **Exhibit 2: Annual Operating & Capital Costs and Chargeable Equivalent Service Units (ESUs)**. ESUs are used to equitably scale up the fee for non-single family parcels and are based on impervious surface area.

Exhibit 2. LWSU Fee Methodology

$$\text{Annual Fee per ESU} = \frac{\text{Annual Operating \& Capital Costs}}{\text{Chargeable Equivalent Service Units (ESUs)}}$$

Annual Operating & Capital Costs

The annual operating and capital costs for the LWSU are initially estimated to be \$817,600. This number was provided by County staff, based on the program elements shown in **Exhibit 3**. Activities to be funded include capital construction and maintenance, outreach and education, the Homeowner’s Incentive Program (HIP), monitoring, and administrative costs.

In addition to these program elements, an additional \$79,000 per year is necessary in order to fund the County’s share of the LWMP’s operating reserve, over a ten-year period.

The combined operating, capital, and reserve components total \$896,600 per year. It is expected that these cost components will increase over time, due to anticipated operating and construction cost escalation.

Exhibit 3. Estimated Annual Financial Obligations

Program Element	Annual Cost to be Funded from LWSU Fee
Capital Construction (Supplemental funding)	\$ 250,000
Capital Maintenance	180,300
Enhanced Outreach & Education	68,000
Homeowners Incentive Program (HIP)	200,000
Monitoring	45,000
Administrative Costs	74,300
Total Operating and Capital Costs	\$ 817,600
Plus: Reserve Component	79,000
Total Annual Financial Obligations for the LWSU	\$ 896,600

Chargeable Equivalent Service Units (ESUs)

Based on an analysis of single family and all other developed (non-single family) parcels, it is estimated that there are 5,784 chargeable ESUs in the utility service area, as shown in the table in **Exhibit 4**.

Exhibit 4. ESUs by Customer Type

Customer Type	ESUs
Single Family Parcels	5,171
Non-Single Family Parcels	613
Total	5,784

Annual Fee per ESU

Based on the annual cost estimate of \$896,600 and a customer base of 5,784, the annual fee per ESU would be \$155.01. This result does not consider a phase-in period, nor does it consider anticipated annual cost escalation. These items are addressed in subsequent sections.

Exhibit 5. Annual Fee per ESU

$$\begin{array}{c}
 \text{\$151.01 per} \\
 \text{ESU per Year} \\
 = \\
 \text{\$896,600} \\
 \div \\
 \text{5,784 ESUs}
 \end{array}$$

Forecasting the Fee Schedule

The impact of the phase-in period would result in an annual ESU fee of \$77.51 in 2020 and \$155.01 in 2021 as shown in **Exhibit 6**.

Phase-in Period

While we would not generally recommend phasing up to fees at these projected levels, concerns expressed for (1) non-single family customers and (2) the ability of the County to meet proposed service levels in Year 1, lead us to recommend a 2-year phase-in of the proposed fees. The resulting fees would be 50% for 2020 and 100% 2021.

Annual Fee Escalation

We recommended incorporating an annual fee escalation clause, in order to allow the fee to increase at roughly the same pace as costs increase. The committee recommended that this escalation be based on the ‘cost of living adjustment’ each year. The national Cost of Living Adjustment (COLA) index generated by the Social Security Administration of the United States bases its index, in part, on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

There is not a readily accessible, regional COLA index that we are aware of, but there is a Seattle Tacoma Bellevue CPI-W index that we recommend for the annual escalation adjustment. Based on the recent regional CPI-W index, we estimate that an increase of 2% per year would be adequate for planning purposes. Actual adjustments should be based on the reported CPI-W each year.

We assume that both the reserve component and the operating and capital component would escalate each year. Since the reserve component is based on a portion of operating costs (~33%), it would follow that it should increase as operating costs increase.

Exhibit 6. Fee Schedule Forecast

Fee Schedule		Year 1	Year 2	Year 3*	Year 4*	Year 5*
Five-Year Forecast		2020	2021	2022	2023	2024
<u>Fee per ESU with CPI-W</u>						
Annual CPI-W Estimate				2.0%	2.0%	2.0%
Reserve Funding		\$13.66	\$13.66	\$13.93	\$14.21	\$14.49
Operating & Capital		\$141.35	\$141.35	\$144.18	\$147.06	\$150.01
Fee per ESU		<u>\$155.01</u>	<u>\$155.01</u>	<u>\$158.11</u>	<u>\$161.27</u>	<u>\$164.50</u>
<u>Fee per ESU with Phase-in Strategy</u>						
Phase-in		50%	100%	100%	100%	100%
Reserve Funding		\$6.83	\$13.66	\$13.93	\$14.21	\$14.49
Operating & Capital		\$70.68	\$141.35	\$144.18	\$147.06	\$150.01
Fee per ESU		<u>\$77.51</u>	<u>\$155.01</u>	<u>\$158.11</u>	<u>\$161.27</u>	<u>\$164.50</u>
<u>Single Family Fee Schedule</u>						
	<u>ESU</u>					
Small Footprint	0.75	\$58.13	\$116.26	\$118.58	\$120.96	\$123.37
Medium Footprint	1.00	\$77.51	\$155.01	\$158.11	\$161.27	\$164.50
Large Footprint	2.00	\$155.01	\$310.02	\$316.22	\$322.55	\$329.00

*CPI-W adjustments should be based on actual results.

Single Family Parcels

Most regional stormwater utilities charge single family parcels uniformly. The LWSU advisory committee was interested in adding some additional resolution to the traditional approach in large parts due to the residential character of the watershed and the variety of the residential development patterns. The following single family fee tiers are recommended: Small impervious footprint, Medium impervious footprint, and Large impervious footprint.

Initial Parcel Grouping for Single Family

Because it was not feasible to measure impervious area on all single family parcels (tree canopy obstruction, too numerous and costly to field check), single family parcels are initially assigned one of two fees correlated with parcel size:

- Parcels less than or equal to two acres are initially charged the Medium impervious footprint fee;
- Parcels greater than two acres are initially charged the Large impervious footprint fee.

Based on impervious measurements from approximately 150 randomly selected single family parcels from each group (approximately 300 in total), the average Large lot had significantly more impervious area than the average Medium lot. This is the primary justification for assessing a higher fee for Large lots. The fee assigned to the Small tier is meant to recognize the assumed reduced impact these parcels have on the stormwater system, while further acknowledging that most program costs are fixed.

Annual Fees

Depending on the estimated impervious area for a given parcel, there are three potential annual fees:

- Small footprint parcels are assigned 0.75 ESU: \$58.13 in 2020 and \$116.26 in 2021;
- Medium footprint parcels are assigned 1.00 ESU: \$77.51 in 2020 and \$155.01 in 2021; or
- Large footprint parcels are assigned 2.00 ESUs: \$155.01 in 2020 and \$310.02 in 2021.

Single Family Parcel Placement When Impervious Data is Available

When actual impervious area is available, whether from additional measuring by the County or because of the appeals process, we recommend the following impervious thresholds for parcels.

Exhibit 7. Single Family Parcels: Impervious Thresholds

Impervious Tier Threshold	Notes
Small footprint: <2,500 impervious square feet	Any parcel owner that can demonstrate an impervious footprint of less than 2,500 square feet would warrant this reduced rate.
Medium footprint: 2,500 to 8,400 impervious square feet	Any developed single family parcels <=2 acres are initially charged the medium footprint rate. *
Large footprint: > 8,400 impervious square feet	Any developed single family parcels >2 acres are initially charged the large footprint rate. *

* If a parcel's footprint designation (small, medium, large) is in error, based on the actual measured impervious footprint, as demonstrated to the satisfaction of County staff, a parcel may be allowed to move to a different category. For example, if a parcel owner is initially placed in the large footprint category and can demonstrate that they actually have a medium footprint, they would be placed in the medium footprint category.

Non-Single Family Parcels

Annual Fees

Every 4,200 square feet of impervious area for non-single family parcels is equal to one 1.00 ESU and would be charged \$77.51 in 2020 and \$155.01 in 2021 (per ESU).

Defining the Equivalent Service Unit through Impervious Measurements

Given the diversity that exists among non-single family properties, all non-single family parcels in the service area are to be charged based on measured impervious surface area, initially based on a 2016 aerial photograph of each parcel.

Based on sampling data specific to the LWSU service area, the average single family parcel has approximately 4,200 impervious square feet. Therefore, every 4,200 square feet of impervious area for non-single family parcels is equal to one (1) equivalent service unit.

Calculating the ESU for Individual Customers

We recommend the following policies when calculating fees for individual non-single family parcels:

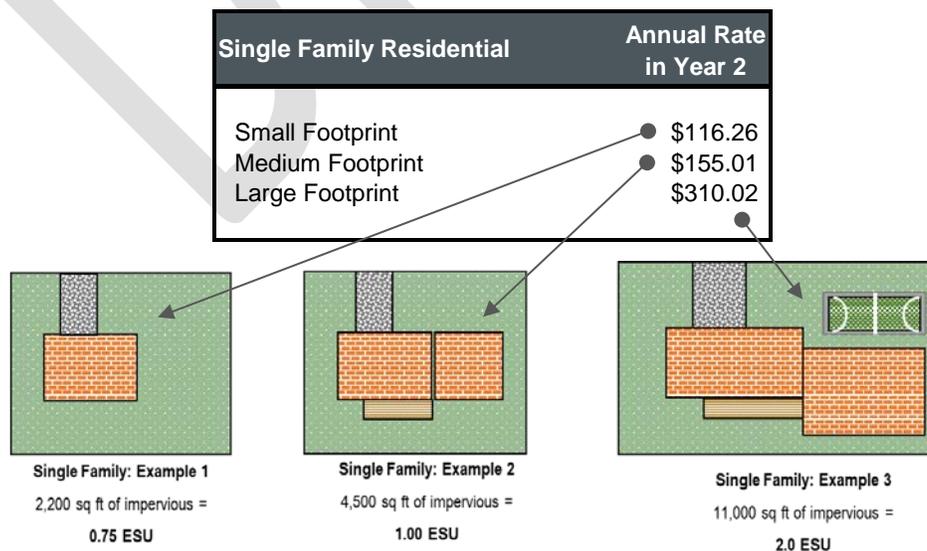
- **Minimum of 1.00 ESU:** We recommend charging each developed non-single family parcel 1.00 ESU, even if the resulting calculation is less than 1.00 ESU.
- **Round to the nearest whole ESU:** ESU calculations should be rounded to the nearest whole ESU. One reason to round to the nearest ESU is because impervious area is a fairly inexact measure of contribution of runoff, unlike a water meter for a water utility, for example.

Sample Bills

Single Family Residential

Depending on which tier a single family parcel would fall within, the parcel would be charged one of three fees, summarized in **Exhibit 8**. Some hypothetical visual examples are also provided below.

Exhibit 8. Single Family Sample Bills in 2021 (Year 2)



Non-Single Family

As described previously, bills for all other developed (non-single family) parcels would be variable, based on the measured impervious area per parcel.

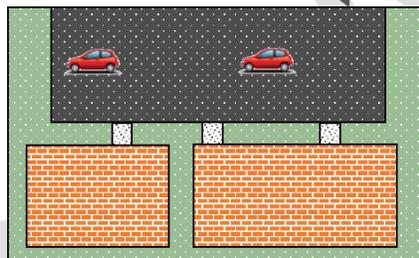
The minimum charge would be one ESU (non-SFR would not qualify for the Small footprint tier), and calculations would be rounded to the nearest whole ESU. Based on various amounts of impervious area, **Exhibit 9** shows the resulting fees for a number of hypothetical parcels.

Exhibit 9 also shows an example parcel with 25,000 impervious square feet. To calculate the fee, the impervious area is divided by the ESU value of 4,200 impervious square feet, resulting in 5.95 ESUs. That is then rounded to the nearest whole ESU — 6 ESUs. With an ESU rate of \$155.01 in 2021 (Year 2 of the program), that parcel’s annual fee would be \$930.07.

Exhibit 9. Non-Single Family Sample Bills in 2021 (Year 2)

Impervious Square Feet	ESUs	Annual Rate	Impervious Square Feet	ESUs	Annual Rate
2,500	1.0	\$155.01	50,000	12.0	\$1,860.12
5,000	1.0	\$155.01	100,000	24.0	\$3,720.24
10,000	2.0	\$310.02	200,000	48.0	\$7,440.48
25,000	6.0	\$930.06	250,000	60.0	\$9,300.60

*Assumes \$155.01 per ESU



Non-Single Family
25,000 sq ft of impervious ÷ 4,200 per ESU
5.95 ESUs → 6.00 ESUs

Fee Exemptions & Reductions

Exemptions

There are several proposed fee exemptions, including the following:

- Forestland or timberland as defined by RCW 36.89.080: (3) – Required by State law.
 - » Rates and charges authorized under this section may not be imposed on lands taxed as forestland under chapter 84.33 RCW or as timberland under chapter 84.34 RCW.
- Senior or Disabled low-income parcel owners – Not required but allowed by State law.
 - » The senior/disabled exemption is recommended to be consistent with County policy and other impervious surface-based fees within the County (i.e., BBWARM).
- Private and public roads.
 - » The EPA defines stormwater systems to include public streets, which are used to convey runoff. Private streets are subject to similar development standards in the Watershed. In addition, the County Road Fund directly pays into the Stormwater Fund to address county road impacts on stormwater.

Parcels and / or impervious area related to any of these categories have been excluded from the chargeable ESU customer total in **Exhibit 4**.

Fee Reduction for Commercial Rainwater Harvesting Systems

Under RCW 35.67.020 (3), State law requires that stormwater fees be reduced by a minimum of ten percent for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system. Rainwater harvesting systems shall be properly sized to utilize the available roof surface of the building. The jurisdiction shall consider rate reductions in excess of ten percent dependent upon the amount of rainwater harvested.

We do not recommend a reduction of greater than ten percent.

Fee Appeals Process

Many authorizing ordinances contain language providing for fee appeals. Most contain the following or similar terms. If the property owner or person responsible for paying for the stormwater fee believes that an assigned fee is incorrect, such a person may request in writing that the fee be recomputed. However, filing of such a request does not extend the period for payment of the charge. Such requests shall be made within a specified time period, such as thirty days of the mailing of the billing in question. The property owner would have the burden of proving that the service charge adjustment should be granted.

Decisions on requests for fee adjustment would be made by the Public Works Director or his/her designee on information submitted by the applicant and by the Public Works Department within a specified time period, such as sixty days of the adjustment request, except when additional information is needed. The applicant would be notified in writing of the manager's decision. If the applicant's request is denied by the director, the customer would be able to submit an appeal of the denial of the first appeal in writing to the Hearing Examiner. The Hearing Examiner would review appeals and base his/her decision on information provided by the customer and by Public Works staff or may review the property directly, in person. The Hearing Examiner's decision would be final.

If an adjustment is granted which reduces the service charge for the current year, the applicant would be refunded the amount overpaid in the current year. If the Public Works Director finds that a service charge bill has been undercharged, then either an amended bill would be issued which reflects the increase in service charge or the undercharged amount would be added to the next year's bill.

Section III. CAPITAL FACILITIES CHARGE

Introduction

Capital facilities charges (CFCs) are one-time fees, paid at the time of development, intended to recover a share of the cost of system capacity needed to serve growth. They serve two primary purposes: to provide equity between existing and new customers; and to provide a source of capital (equity) funding in support of system costs. The charge is an upfront charge imposed on system growth and is primarily a charge on new development, although also applicable to expansion or densification of development when such actions increase requirements for utility system capacity.

Methodology

The basic approach to the CFC computation is a simple division of costs by customer base, as shown in **Exhibit 10**.

Exhibit 10. General CFC Calculation Methodology

$$\begin{array}{c}
 \text{Capital} \\
 \text{Facilities} \\
 \text{Charge}
 \end{array}
 =
 \frac{\text{Applicable Capital Cost}}{\text{Applicable Customer Base}}$$

- The numerator in the charge includes planned system facilities, and the charge is intended to represent a fair share of the cost of those system facilities that will serve future users, or growth.
 - » The County has committed \$50 million in capital costs over 50 years to comply with the TMDL. At this time, approximately 75% of this capital cost is assumed to be funded through REET receipts, which results in 25% of the capital cost to be funded through LWSU fees.
- The denominator includes projected system capacity in the service area.
 - » The Lake Whatcom Watershed Annual Build-out Analysis Report for 2018 indicates that there are 5,445 existing dwelling units in the unincorporated Lake Whatcom Watershed, and capacity for 1,493 more dwelling units in that area, totaling 6,938 dwelling units. For the purposes of this analysis, a dwelling unit is assumed to be equivalent to an ESU (their 2018 values are nearly identical—5,445 vs. 5,784).

Exhibit 11. CFC Calculation

Description	Value	Notes
Capital Costs	\$ 48,000,000	48 Years at \$1 million per year
Adjustment: REET Funding	\$ (36,000,000)	Assumes 75% REET funded; 25% rate funded:
	\$ 12,000,000	based on \$750,000 REET / \$250,000 Rate funding plan.
Total Developed / Developable Dwelling Units	6,938	2018 Lake Whatcom Watershed Buildout Analysis
Capital Facilities Charge per ESU	\$1,730	

*\$48 million excludes \$2 million assumed to have been spent in 2017, 2018 to be conservative; instead of \$50 million.

Implementation

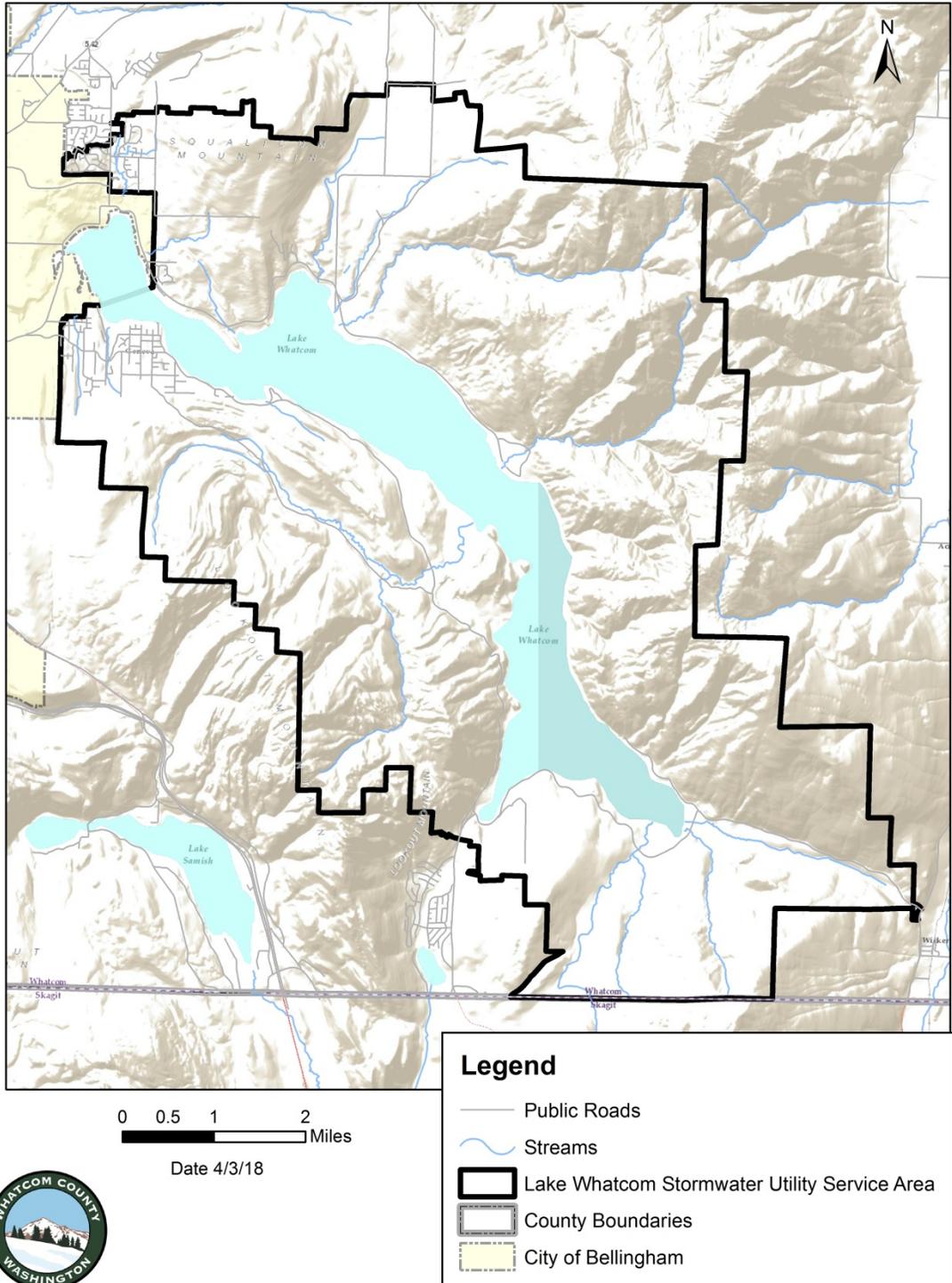
The calculated charge of \$1,730 is the maximum allowable charge. County Council can choose to adopt a CFC that is less than this amount.

- Single family parcels that are being developed would pay a flat fee of \$1,730.
- Non-single family parcels would pay \$1,730 for every 4,200 square feet of impervious area that the development would add to the system.

DRAFT

APPENDIX A: MAP OF THE LWSU SERVICE AREA

Lake Whatcom Stormwater Utility Service Area



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PROPOSED BY: _____
INTRODUCTION DATE: __6/4/19__

ORDINANCE NO. 2019-

AN ORDINANCE AUTHORIZING A CHARGE FOR THE FURNISHING OF SERVICE TO THOSE WHO ARE RECEIVING OR WILL RECEIVE BENEFITS FROM STORMWATER CONTROL FACILITIES OR PROGRAMS AND WHO ARE CONTRIBUTING TO AN INCREASE IN SURFACE WATER RUNOFF IN THE LAKE WHATCOM STORMWATER UTILITY SERVICE AREA

WHEREAS, RCW 36.89.080 authorizes a charge for the furnishing of service to those who are receiving or will receive benefits from stormwater control facilities and programs and who are contributing to an increase in surface water runoff; and,

WHEREAS, the Lake Whatcom Stormwater Utility Service Area was adopted with Ordinance 2017-076 to include the entire unincorporated Lake Whatcom Watershed; and,

WHEREAS, the Lake Whatcom Stormwater Utility’s purpose is to recover applicable costs of compliance with state-mandated reductions in phosphorus and meet federal Clean Water Act requirements; and,

WHEREAS, A citizen advisory committee was selected by Whatcom County Council on May 8, 2018. The purpose of the committee was to represent rate payers in the Lake Whatcom Stormwater Utility Service Area and advise Whatcom County Public Works staff and the Whatcom County Council on a recommended stormwater rate structure; and,

WHEREAS a citizen advisory committee was selected by Whatcom County Council on May 8, 2018 to represent rate payers in the Lake Whatcom Stormwater Utility Service Area and advise Whatcom County Public Works and the Whatcom County Council on a recommended stormwater rate structure; and,

1 **WHEREAS**, Whatcom County Public Works conducted a funding study to
2 evaluate stormwater rate structure options for the Lake Whatcom Stormwater Utility
3 Service Area beginning in June 2018, and,
4

5 **WHEREAS**, stakeholder input and recommendations during the funding
6 study were provided through the citizen advisory committee and interested public
7 attended advisory committee meetings and provided comments to the committee for
8 their consideration.
9

10 **NOW, THEREFORE, BE IT ORDAINED BY THE WHATCOM COUNTY COUNCIL THAT:**
11
12

13
14 Section 1. A new sub-chapter be added to Whatcom County Code entitled "Lake
15 Whatcom Stormwater Utility." Complete text is included in **Exhibit A** of this ordinance.
16

17 Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of
18 this ordinance shall not affect or impair the validity of the ordinance as a whole or any
19 part thereof other than the part so declared to be invalid.
20

21
22 Section 3. This ordinance shall become effective January 1, 2020.
23

24 **ADOPTED** this ____ day of _____, 20____.
25
26

27
28
29 ATTEST:
30

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

31
32 _____
33 Dana Brown-Davis, Clerk of the Council
34

35 WHATCOM COUNTY EXECUTIVE
36 APPROVED AS TO FORM:
37

WHATCOM COUNTY, WASHINGTON

38 _____
39
40 Christopher Quinn, Civil Deputy
41 Prosecutor
42

() Approved () Denied

Date Signed: _____
43
44
45

1 EXHIBIT A

2
3 **Section 1.0 Title**

4 This ordinance shall be titled "Lake Whatcom Stormwater Utility Funding Mechanism".

5
6
7 **Section 2.0 Purpose**

8
9 The purpose of this chapter is to provide revenue for the Lake Whatcom Stormwater Utility
10 (LWSU) to plan, manage, design, construct, establish, acquire, develop, maintain, use, finance, operate,
11 control or improve storm and surface water control facilities, and to carry out activities related thereto.
12 This chapter provides these revenues by fixing rates and charges pursuant to RCW 36.89 for the
13 furnishing of service to those served or receiving benefits or to be served or to receive benefits from any
14 stormwater control facility or contributing to an increase of surface water runoff in the LWSU Service
15 Area. This authority is being invoked in order to minimize property damage; promote and protect public
16 health, safety and welfare; minimize water quality degradation by preventing siltation, contamination and
17 erosion of the waterways; protect aquifers, ensure the safety of County roads and rights-of-way; increase
18 educational and recreational opportunities; encourage the retention of open space; and foster other
19 beneficial public uses within the LWSU Service Area.

20
21 **Section 3.0 Applicability**

22 The requirements of this ordinance shall apply to all parcels of real property in the LWSU Service
23 Area, including public and private property.

24
25
26 **Section 4.0 Definitions**

27 For the purposes of this Chapter, the words or phrases below shall have the following meanings:

- 28
29
- 30 (1) "County" means Whatcom County, or as indicated by the context, may mean the
31 Department of Public Works, Public Works Director, County Engineer, or other employee
32 or agent representing the County in the discharge of his or her duties.
 - 33 (2) "County Council" means the Whatcom County Council, which is the legislative branch of
34 Whatcom County government.
 - 35 (3) "County roads" means public rights-of-way, excluding State roads, in the unincorporated
36 areas served by the LWSU.
 - 37 (4) "Developed parcel" means a parcel of real property which has been altered by impervious
38 surface coverage.
 - 39 (5) "Enterprise fund" means a fund established to account for operations that are financed
40 and operated in a manner similar to private business enterprises where the intent of the
41 governing body is that the costs (expenses, including depreciation) of providing goods or
42 services to the general public on a continuing basis be financed or recovered primarily
43 through user charges. As such, enterprise funds must report actual financial position and
44 results of operations, such as actual assets, liabilities, fund equity balances, revenues,
45 expenditures, and expenses.
 - 46 (6) "Equivalent service unit" (ESU) means a configuration of impervious surface estimated to
47 contribute an amount of runoff to the County's stormwater management system which is

1 approximately equal to that created by the average single-family residential developed
2 parcel in the service area.

3 (7) "Forestland or Timberland" means forestland or timberland parcels on lands taxed as
4 forestland under chapter 84.33 RCW or as timberland under chapter 84.34 RCW.

5 (8) "Impervious surface" means hard surfaced areas which prevent or retard the entry of
6 water into the soil mantle and/or cause water to run off the surface in greater quantities or
7 at an increased rate of flow than under natural conditions. Common impervious surfaces
8 include, but are not limited to: rooftops, concrete or asphalt roads, sidewalks and paving,
9 walkways, patio areas, driveways, parking lots or storage areas and gravel, hard-packed
10 dirt, oiled or other surfaces which similarly impede the natural infiltration of surface water
11 or runoff patterns existent prior to development.

12 (9) "Manager" means the County Engineer or his/her designee.

13 (10) "Other Developed Parcel" means a parcel that contains impervious surface area and is
14 not a single family residence, including but not limited to, commercial, industrial, multi-
15 family apartment, and public property.

16 (11) "Parcel" means the smallest separately segregated unit or plot of land having an
17 identified owner, boundaries and surface area which is documented for real property
18 purposes and a tax account number assigned by the Whatcom County Assessor-
19 Treasurer.

20 (12) "Private roads" means a road which is on private property and is maintained with private
21 funds and requires a name per W.C.C. 12.60.050. .

22 (13) "Service charge" means the fee in an amount to be determined by applying the
23 appropriate rate to a particular parcel of real property based upon factors established by
24 this Chapter.

25 (14) "Single-family residence" means a residential structure designed exclusively for
26 occupancy by one family, including but not limited to mobile homes, cabins and duplex
27 units, as defined by the Whatcom County Land Use and Development Code.

28 i. "Small single-family residential footprint" means a parcel containing a single
29 family residence that has less than or equal to 2,500 impervious square feet.

30 ii. "Medium single-family residential footprint" means a parcel containing a single
31 family residence with 2,500 to 8,400 impervious square feet.

32 iii. "Large single-family residential footprint" means a parcel containing a single
33 family residence with more than 8,400 impervious square feet.

34 (15) "Undeveloped parcel" means any parcel of real property which has not been altered by
35 construction of any structure or other impervious surface area. Private roads providing
36 access between or among undeveloped sites shall be defined as undeveloped property.

37 (16) "Unit rate" means the dollar amount charged per ESU.

38
39 **Section 5.0 Rate Structure**

40
41 A. Service charges for the LWSU are hereby authorized and imposed, in amounts and on
42 terms consistent with this Chapter.
43

1 B. The rates and service charges shall be based on the service provided and the relative
2 contribution of stormwater runoff from a given parcel. The estimated or measured impervious surface
3 area will be used to determine the relative contribution of stormwater runoff from the parcel.
4

5 C. The County Council shall establish from time to time, by resolution, the value of one ESU
6 in impervious surface area, as measured in square feet.
7

8 D. The County Council shall establish from time to time, by resolution, the unit rate per ESU.
9

10 Service charges shall be determined as follows:

- 11 1. Undeveloped Parcels – Undeveloped parcels shall not be charged.
- 12 2. County and Private Roads – County and Private roads shall not be charged.
- 13 3. Forestland and Timberland – Forestland or timberland parcels shall not be charged.
- 14 4. Small Single-Family Residential Footprint – The service charge for each small single
15 family parcel shall be the unit rate times 0.75 ESU.
- 16 5. Medium Single-Family Residential Footprint – The service charge for each medium single
17 family parcel shall be the unit rate times 1.00 ESU.
- 18 6. Large Single-Family Residential Footprint – The service charge for each large single
19 family parcel shall be the unit rate times 2.00 ESUs.
- 20 7. Other Developed Parcels – The service charge for all other developed parcels, including
21 publicly-owned properties, shall be computed by multiplying the unit rate times the
22 number of ESUs on the parcel minus any approved rate adjustment for the parcel as
23 determined under Section 7.0. There shall be a minimum service charge for all other
24 developed parcels equal to the unit rate.
25
26

27 For the purpose of computation of service charges for Other Developed Parcels, the
28 number of equivalent service units shall be rounded to the nearest whole number.
29
30
31

32 **Section 6.0 Billing**

33 A. Property Tax Statements. Rates and charges as authorized by this Chapter shall be
34 added to and included in Whatcom County's annual tax statements. Properties which do not receive a
35 property tax statement will receive a separate billing statement for these rates and charges.
36

37 B. Payment Date. The total amount of the stormwater charge shall be due and payable on
38 or before the 30th day of April and shall be delinquent after that date; however, if one-half of such rate
39 and charge is paid on or before the said 30th day of April, the remainder shall be due and payable on or
40 before the 31st day of October and shall be delinquent after that date.
41

42 C. Payment Application. If a payment is received in conjunction with a combined property
43 tax and LWSU service charge, and the payment is less than the amount due, the payment shall be
44 applied first to the annual property tax of the parcel and any remaining amount to the service charge.
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1 **Section 7.0 Service Charge Adjustments and Appeals**

2
3 A. Any person billed for service charges may file a “Request for Service Charge Adjustment”
4 with the Public Works Department – Stormwater Division within thirty (30) days of the date of the bill.
5 However, submittal of such a request does not extend the period of payment for the charge.

6
7 B. A request for service charge adjustment may be granted or approved by the Manager
8 only when one or more of the following conditions exist:

- 9
10 1. The single family residential footprint designation (small, medium, large) is in
11 error, based on the measured impervious footprint, as demonstrated to the
12 satisfaction of County staff; or
13
14 2. The amount charged to Other Developed Parcels is in error; however, no
15 adjustment will be made unless the calculation of the impervious surface area on
16 the parcel is shown to be in error by at least ten percent (10%), as demonstrated
17 to the satisfaction of County staff; or
18
19 3. The parcel exists in its natural unimproved condition and will remain in its natural
20 unimproved condition with no allowable human activities or manmade
21 improvements that adversely affect water quantity or quality; or
22
23 4. The parcel contains a new or remodeled commercial building that utilizes a
24 permissive rainwater harvesting system that is properly sized to utilize the
25 available roof surface of the building; or
26
27 (i) For qualifying permissive rainwater harvesting systems as provided for
28 under RCW 36.89.080 and eligible under section 7.0(B)(3) of this chapter
29 the formula is expressed mathematically as follows:

30
31
$$A = F \times 10\%$$

32
33 Where:

34 A = The credit amount to be subtracted from the annual
35 fee; and

36 F = The total fee without credit.

- 37
38 5. The parcels are determined by the Manager to be contiguous. For contiguous
39 lots to qualify for a rate adjustment, the appellant must demonstrate that parcels:
40
41 (i) Are contiguous; and
42 (ii) Are owned by the same entity; and
43 (iii) Are single family residential.
44

1 Lots determined to be contiguous by the Manager will be considered as a single
2 lot for the purposes of fee calculations;
3 Fees will be recalculated to reflect any such change from the date of the change
4 and applied to the individual parcels pursuant to the rate schedule in effect at the
5 time of the change.
6

7 C. Service charge adjustments will only apply to the bill then due and payable, and bills
8 subsequently issued. The property owner shall have the burden of proving that the service charge
9 adjustment should be granted.

10
11 D. Decisions on service charge adjustment requests shall be made by the Manager based
12 on information submitted by the applicant and by the County within sixty (60) days of the adjustment
13 request, except when additional information is needed. The applicant shall be notified in writing of the
14 Manager's decision.
15

16 E. Decisions of the Manager on requests for service charge adjustments shall be final
17 unless appealed within thirty (30) days of the date the decision. The Whatcom County Hearing Examiner
18 shall establish an appeal review body to hear appeals of the Manager's decision.
19

20 **Section 8.0 Exemption**

21
22 Property that is owned by, and is the personal residence of, a person or persons approved by the
23 County Assessor for a senior citizen or disabled persons property tax exemption under RCW 84.36.381
24 shall be exempt from the service charge.
25

26 **Section 9.0 Use of Funds**

27
28 Service charges collected under this ordinance shall be deposited into a special fund or funds to
29 be used only for the purpose of paying all or any part of the cost and expense of maintaining and
30 operating stormwater control facilities, all or any part of the cost and expense of planning, designing,
31 establishing, acquiring, developing, constructing, maintaining and improving the program and facilities of
32 the Lake Whatcom Stormwater Utility.
33

34 **Section 10.0 Lien for Delinquent Charges**

35
36 A. Liens. Pursuant to RCW 36.94.150, Whatcom County shall have a lien for delinquent service
37 charges, including interest thereon, against any property against which they were levied, which lien shall
38 be superior to all other liens and encumbrances except general taxes and local and special assessments.
39 Such liens shall be effective and shall be enforced and foreclosed as provided in RCW 36.94.150.
40 Therefore, the County may commence to foreclose such liens sixty (60) days after the attachment of the
41 lien.
42

43 B. Interest. Delinquent service charges shall bear interest as provided in RCW 36.94.150 at the rate
44 of eight percent (8%) per annum, or such rate as may hereafter be authorized by law, computed on a
45 monthly basis from the date of delinquency until paid. Interest shall be calculated at the rate in effect at
46 the time of payment of the charges regardless of when the charges were first delinquent.
47

1 C. Penalties. Penalties of not more than ten percent of the amount due may be imposed in case of
2 failure to pay the charges at times fixed by resolution, as provided in RCW 36.94.150.

3
4 **Section 11.0 Capital Facilities Charge**

5
6 The County Council shall establish from time to time, by resolution, the unit rate per ESU for a one-time,
7 capital facilities charge (CFC) applicable to new development, expansion, or densification of existing
8 development.

9
10 Single-family Residential Parcels that are being developed would pay the CFC equal to one ESU.

11
12 Other Developed Parcels would pay the CFC rate times the number of ESUs on the parcel.

13
14 **Section 12.0 Cost-of-Living Adjustment**

15
16 Notwithstanding any fee increase provisions to the contrary or absence thereof, user fees for the LWSU
17 shall be increased annually on January 1st of each year beginning January 1, 2022.

18
19 The cost-of-living increase noted herein shall be based on the U.S. Bureau of Labor and Statistics,
20 Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) publication. The
21 adjustment factor will be based on the August value of the current year divided by the August value of the
22 previous year. That factor is multiplied by the fee(s) in the current year to arrive at the updated fee(s) in
23 the subsequent year.

24
25 The formula is expressed mathematically as follows:

26
27
$$F * A = U$$

28
29 Where

30
31 F = current year fee;
32 A = adjustment factor;
33 U = updated fee;

34
35 For example, if the adjustment were to be calculated for 2019, the August CPI-W value in
36 2018 (267.757) would be divided by the August value in 2017 (259.528), resulting in an
37 adjustment factor of 1.0317. If the LWSU fee was \$100 in 2018, the cost adjusted fee for
38 2019 would be \$103.17.

39
40 If the cost-of-living adjustment results in a decrease, no cost-of-living adjustment shall be made that year.
41 Other changes to the fee(s) may supersede this clause, such as changes to the fee(s) resulting from
42 programmatic changes or regulatory requirements.

43
44 If the CPI-W index is unavailable at the time of the adjustment calculation, a similar index may be used,
45 such as CPI-All Urban Consumers.

1 **Section 13.0 Severability.**

2
3
4
5
6
7

If any section, clause or provision of this Chapter be declared by the courts to be invalid, the same shall not affect the validity of the Chapter as a whole or any part thereof, other than the part so declared to be invalid.

DRAFT

Lake Whatcom Stormwater Utility Service Area Advisory Committee Minority Report



*Hertz Trail 2013
Photo by F. Miller*

Nancy Alyanak

May 14, 2019

Page 1 of 3

Why Combination Gross Parcel Area and Impervious Surface Fee ?

28

Preferred Format for Rural Service Areas

- National Association of Flood and Stormwater Management Agencies (NAFSMA) recommends a combination fee especially if extensive rural areas are included. (*Guidance for Municipal Stormwater Funding, 2006*)
 - LWSUSA is extensively rural: 54% undeveloped 31% timber harvest 15% developed

Strong Nexus

- Between gross parcel area, stormwater runoff and phosphorus:
Biggest source of phosphorus is surface soil erosion and transport from steep, forested slopes like those in LWSUSA. Slope determines soil erosion rate and phosphorus load, not development or impervious surface. (see page 3)
- Between gross parcel area and TMDL phosphorus allocation:
By law timber harvest properties are not responsible for their own phosphorus. Ecology chose to allocate the entire timber harvest phosphorus load to developed property. A gross area fee allows undeveloped property to pay a portion of the timber harvest exemption rather than forcing developed, mostly residential property to pay the entire amount.

Strong Legal Basis

- County attorney support :
 - The parcels to be charged within the Service Area either 1) will receive a service benefit or 2) contribute to the surface water runoff in the Service Area, regardless of whether the parcel is developed.
 - Parcel area fee can be used for all Service Area expenses.

Easily Administered

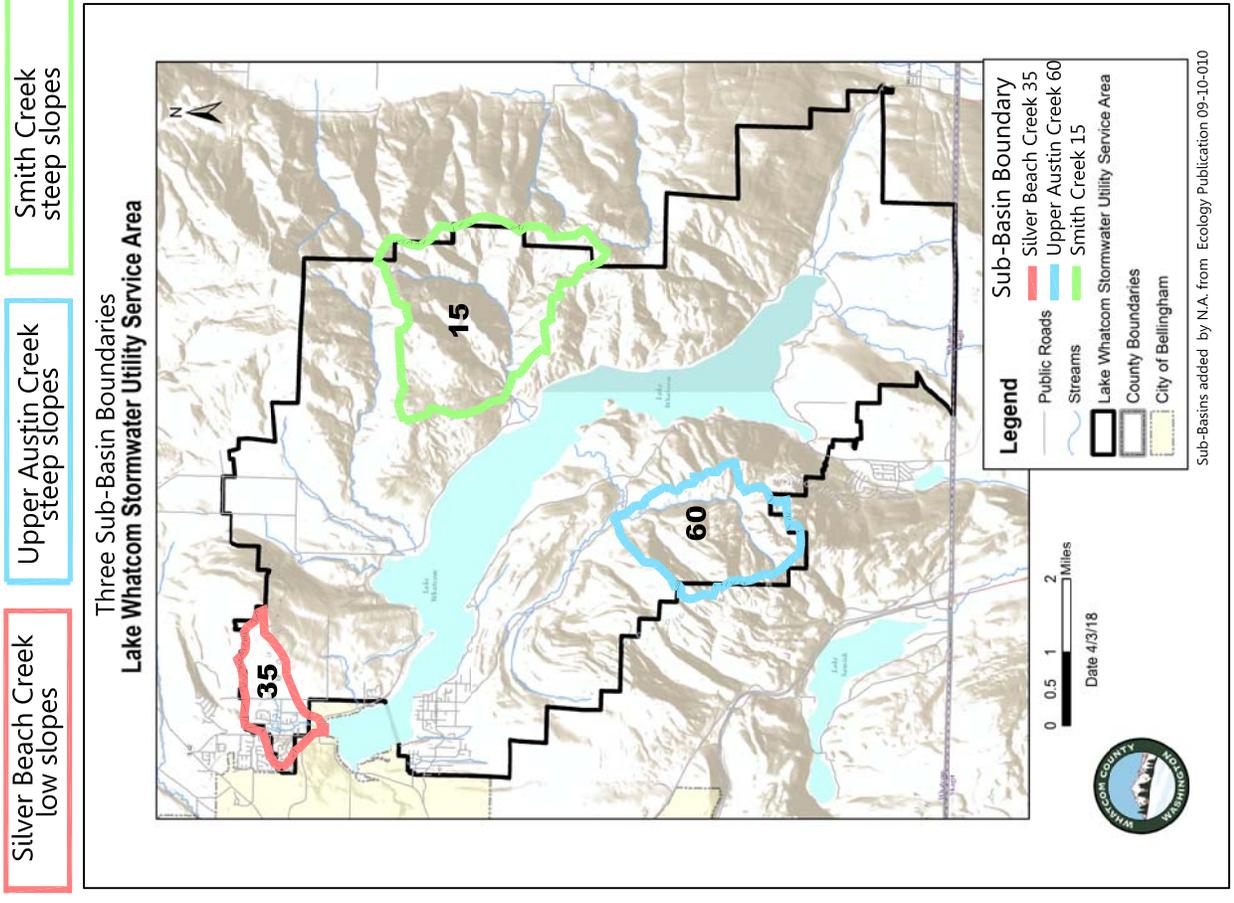
- Data is available: Gross parcel area is tracked in the county assessor database.

Practical consideration

- The fee base is larger in a combination fee. Because the Financial Reserve is funded entirely by Service Area fees, current cost sharing with the county may be temporary. If county funding ends, Service Area fees will triple.

The biggest source of phosphorus in the watershed is surface erosion and surface transport¹

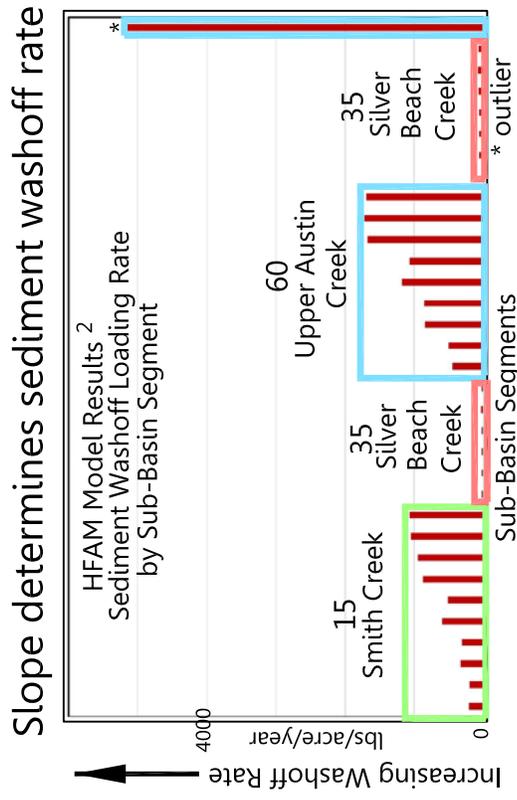
MORE Soil erosion is from steep, forested slopes like Upper Austin Creek or Smith Creek
 LESS soil erosion is from highly developed, impervious surface areas like Silver Beach Creek



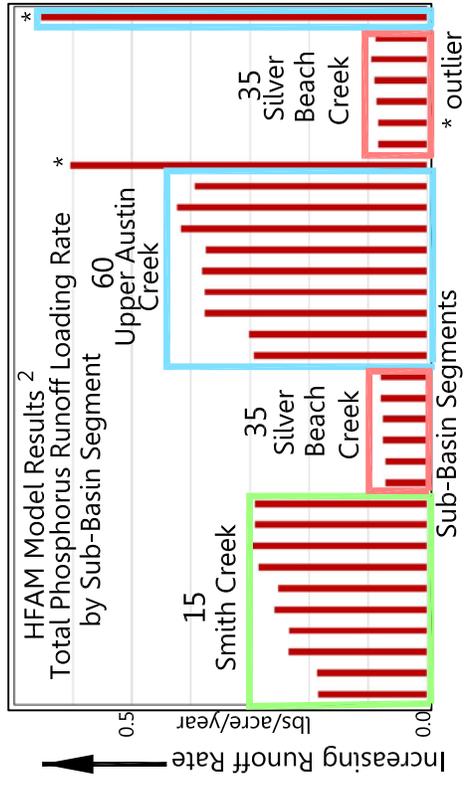
Silver Beach Creek
low slopes

Upper Austin Creek
steep slopes

Smith Creek
steep slopes



Slope determines phosphorus runoff rate



1) LWPG meeting 3/27/2019 2) Lake Whatcom Hydrologic Model Review, 7/2018



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-287

File ID:	AB2019-287	Version:	1	Status:	Agenda Ready
File Created:	05/06/2019	Entered by:	skorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Quarterly report from Whatcom County's Finance Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Finance Manager Brad Bennett to present his quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-331

File ID: AB2019-331 Version: 1 Status: Agenda Ready
 File Created: 05/23/2019 Entered by: SMurdoch@co.whatcom.wa.us
 Department: Health Department File Type: Discussion
 First Assigned to: Council Finance and Administrative Services Committee
 Agenda Date: 06/04/2019 Next Mtg. Date: Hearing Date:

Primary Contact Email: ADeacon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of Crisis Stabilization Facility operational issues

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Exhibit A

Final Action:
Enactment Date:
Enactment #:



Memorandum

TO: JACK LOUWS
FROM: Anne Deacon
DATE: May 23, 2019
RE: Discussion of Crisis Stabilization Facility operational issues

This discussion is scheduled during the June 4, 2019 Finance and Administrative Services Committee of the County Council. Whatcom County is finalizing design and permitting activities in preparation for the construction bid process of the Crisis Stabilization Facility (CSF). This 24,450 square foot facility will encompass two distinct treatment units. One 16-bed unit will provide substance withdrawal management services (commonly known as “detox”), and the other 16-bed unit will provide mental health stabilization services (commonly known as “triage”). Some potential operational challenges have prompted the need for the county to discuss options and make some decisions soon.

As background, following is a sequence of critical events to date:

1. The county received state general fund dollars from the North Sound Behavioral Health Organization (BHO) and the Department of Commerce in the amount of \$9.5 million to be used for capital design and construction costs.
2. The county dedicated \$3 million from the local Behavioral Health Program Fund to support construction.
3. The BHO also dedicated up to \$104,880 in Medicaid funds to support the purchase of furniture, fixtures and equipment for the new facility. The funds must be encumbered no later than June 30, 2019 (purchase order submitted and freight paid).
4. The county released Requests for Qualifications (RFQ) seeking tenants for the new facility who were qualified to provide the treatment services, along with food service. Two separate Behavioral Health Agencies were selected as tenants from this process. Compass Health (triage) and Pioneer Human Services (detox) have been working with the architect and the county facilities department on final design issues. They are currently negotiating with Managed Care Organizations (MCOs) for reimbursement rates for the services they will deliver in the CSF.
5. On July 1, 2019, the BHO will convert to a BH ASO (Administrative Service Organization). This changes their obligation to that of administering only behavioral health crisis services. Although





they calculated the need to retain 90% of available state general fund dollars to maintain the current crisis system services, they are only allotted 70% of the available funds. The MCOs will receive the remainder of state general fund dollars.

- a. MCOs will be responsible to pay for stabilization services to Medicaid enrolled people
 - b. The BH ASO will be responsible to pay for stabilization services to non-Medicaid people
 - c. Stabilization services are considered “discretionary” in the contracts with the state Health Care Authority and can be provided as funds are available.
6. Historically, approximately 69% of the utilization of the current CSF services was by Medicaid enrollees. It is assumed that MCOs will continue to pay for these services for their Medicaid enrollees at the new CSF since they provide a cost saving from hospital visits/stays. MCOs will not pay for services to non-Medicaid people, and the BH ASO does not have sufficient state general fund dollars to cover the cost of services for the remaining 31% of the population. (Commercial Health Plans rarely pay for these services currently.)
 7. County staff and elected officials worked with the state legislature, and specifically Representative Shewmake, to seek additional state general fund dollars to support operational costs of the facility for the next two state fiscal years. \$500,000 per year was approved by the state legislature for the Whatcom facility, and appreciation is extended to Representative Shewmake for her successful efforts.
 8. The narrative accompanying the budget allocation of \$1 million over two fiscal years also directs the Health Care Authority to “...coordinate with crisis stabilization providers, managed care organizations, and behavioral health administrative services organizations throughout the state to identify payment models that reflect the unique needs of crisis stabilization and crisis triage providers. The report must also include an analysis of the estimated gap in nonmedicaid funding for crisis stabilization and triage facilities throughout the state. The authority must provide a report to the office of financial management and the appropriate committees of the legislature on the estimated nonmedicaid funding gap and payment models by December 1, 2019.” (see attachment, item #38 of the state budget bill.) This directive provides some hope that the state will attend to the operational funding challenges and attempt to address them.
 9. The County Council, County Executive, county staff, and the Incarceration Prevention and Reduction Task Force have communicated extensively with the Governor’s office and the Health Care Authority about the concerns for operational funding.

The county has sufficient funds to cover construction costs, but ongoing operational funding presents some challenges. Considerations for discussion include the following:

1. Should the county move forward with the construction of the CSF given the uncertainty of sufficient operational funds?





2. Should the county move forward now to order the furniture for the CSF so that the \$104,880 is utilized?
3. What other information is needed to make final decisions?



1 Funding is provided specifically for the authority to provide an
2 online training to behavioral health providers related to state law
3 and best practices in family-initiated treatment, adolescent-
4 initiated treatment, and other services and to conduct an annual
5 survey to measure the impacts of implementing policies resulting from
6 the bill. If the bill is not enacted by June 30, 2019, the amounts in
7 this subsection shall lapse.

8 (37) \$500,000 of the general fund—state appropriation for fiscal
9 year 2020, \$500,000 of the general fund—state appropriation for
10 fiscal year 2021, and \$1,000,000 of the general fund—federal
11 appropriation are provided solely for the authority to implement a
12 memorandum of understanding with the criminal justice training
13 commission to provide funding for community grants pursuant to Second
14 Substitute House Bill No. 1767 (alternatives to arrest). If the bill
15 is not enacted by June 30, 2019, the amounts provided in this
16 subsection shall lapse.

17 (38) \$500,000 of the general fund—state appropriation for fiscal
18 year 2020 and \$500,000 of the general fund—state appropriation for
19 fiscal year 2021 are provided solely for provision of crisis
20 stabilization services to individuals who are not eligible for
21 medicaid in Whatcom county. The authority must coordinate with crisis
22 stabilization providers, managed care organizations, and behavioral
23 health administrative services organizations throughout the state to
24 identify payment models that reflect the unique needs of crisis
25 stabilization and crisis triage providers. The report must also
26 include an analysis of the estimated gap in nonmedicaid funding for
27 crisis stabilization and triage facilities throughout the state. The
28 authority must provide a report to the office of financial management
29 and the appropriate committees of the legislature on the estimated
30 nonmedicaid funding gap and payment models by December 1, 2019.

31 (39) The authority must conduct an analysis to determine whether
32 there is a gap in fiscal year 2020 behavioral health entity funding
33 for services in institutions for mental diseases and submit a report
34 to the office of financial management and the appropriate committees
35 of the legislature by November 1, 2019. The report must be developed
36 in consultation with the office of financial management and staff
37 from the fiscal committees of the legislature and must include the
38 following elements: (a) The increase in the number of nonmedicaid bed
39 days in institutions for mental diseases from fiscal year 2017 to

1 fiscal year 2019 by facility and the estimated annual cost associated
2 with these increased bed days in FY 2020; (b) the increase in the
3 number of medicaid bed days in institutions for mental diseases from
4 fiscal year 2017 to fiscal year 2019 by facility and the estimated
5 annual cost associated with these increased bed days in FY 2020; (c)
6 the amount of funding assumed in current behavioral health entity
7 medicaid capitation rates for institutions for mental diseases bed
8 days that are currently allowable under medicaid regulation or
9 waivers; (d) the amounts provided in subsection (29) of this section
10 to assist with costs in institutions for mental diseases not covered
11 in medicaid capitation rates; and (e) any remaining gap in behavioral
12 health entity funding for institutions for mental diseases for
13 medicaid or nonmedicaid clients.

14 (40) \$1,968,000 of the general fund—state appropriation for
15 fiscal year 2020, \$3,396,000 of the general fund—state appropriation
16 for fiscal year 2021, and \$12,150,000 of the general fund—federal
17 appropriation are provided solely for support of and to increase
18 clubhouse facilities across the state. The authority shall work with
19 the centers for medicare and medicaid services to review
20 opportunities to include clubhouse services as an optional "in lieu
21 of" service in managed care organization contracts in order to
22 maximize federal participation. The authority must provide a report
23 to the office of financial management and the appropriate committees
24 of the legislature on the status of efforts to implement clubhouse
25 programs and receive federal approval for including these services in
26 managed care organization contracts as an optional "in lieu of"
27 service.

28 (41) \$1,000,000 of the general fund—federal appropriation (from
29 the substance abuse prevention and treatment federal block grant) is
30 provided solely for the authority to contract on a one-time basis
31 with the University of Washington behavioral health institute to
32 develop and disseminate model programs and curricula for inpatient
33 and outpatient treatment for individuals with substance use disorder
34 and co-occurring disorders. The behavioral health institute will
35 provide individualized consultation to behavioral health agencies in
36 order to improve the delivery of evidence-based and promising
37 practices and overall quality of care. The behavioral health
38 institute will provide training to staff of behavioral health



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-310

File ID:	AB2019-310	Version:	1	Status:	Agenda Ready
File Created:	05/17/2019	Entered by:	ESchlehu@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Agreement		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a 35 year lease agreement between Whatcom County and Whatcom County Search and Rescue Council, to provide for the Whatcom County Search and Rescue usage of real property to house their operation in furtherance of their public service, for the annual amount of \$1.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Lease Agreement

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Eric L. Schlehuber, Public Works Equipment Services Manager *ES*

DATE: May 15, 2019

RE: Property Lease Agreement – Whatcom County Search and Rescue Council

▪ **Requested Action**

Enclosed for your review and approval are two original property lease agreements between Whatcom County Public Works and Whatcom County Search and Rescue Council.

▪ **Background and Purpose**

This lease agreement is for the usage of real property by the Whatcom County Search and Rescue Council to house their operation in furtherance of their public service. The property lease term is for thirty-five years. This will cover the period from March 1, 2019 through February 28, 2034.

▪ **Funding Amount and Source**

This is NOT a budgeted expenditure. The Whatcom County Search and Rescue Council will pay ONE DOLLAR (\$1.00) per year, payable March 1, 2019, and each successive year thereafter for the term of this agreement. This rental amount will be renegotiated on or before March 1, 2024 and each five-year period thereafter during the term of this agreement.

▪ **Differences from Previous Contract**

This new property lease will be March 1, 2019 through February 28, 2034. The prior lease began in March 1984 and expired after the thirty-five year term on February 28, 2019. The annual rent amount remains the same as the prior lease agreement as ONE DOLLAR (\$1.00).

▪ **Recommended Action**

Please approve this property lease renewal agreement and forward to the County Executive and the County Council for approval at their June 4, 2019 County Council meeting.

Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

Originating Department:	Public Works / Equipment Services Division
Division/Program: <i>(i.e. Dept. Division and Program)</i>	9090/909010 (Equipment Services/ Administration)
Contract or Grant Administrator:	Eric L. Schlehuber, Equipment Services Manager
Contractor's / Agency Name:	Whatcom County Search and Rescue Council
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal (per WCC 3.08.100(a)), Original Contract # _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC _____ Already approved? Council Approved Date: _____ (see Whatcom County Codes 3.06.010, 3.08,090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s) _____ CFDA # _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, associated Whatcom County grant contract number(s) _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s) _____ Cost Center: 501600	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If yes, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional <input type="checkbox"/> Contract work is for less than 120 days <input checked="" type="checkbox"/> Contract less than \$100,000 <input type="checkbox"/> Contract for Commercial off the shelf items (COTS) <input type="checkbox"/> Contract work is all performed outside U.S. <input type="checkbox"/> Work related subcontract less than \$25,000 <input type="checkbox"/> Interlocal Agreement (between Govt's) <input type="checkbox"/> Public Works – Local Agency/Federally Funded FHWA	
Contract Amount:(sum of original contract amount and any prior amendments) \$ _____ 1.00 This Amendment Amount: \$ _____ 0.00 Total Amended Amount: \$ _____ 1.00	Contracts that require Council Approval (incl. agenda bill & memo) <ul style="list-style-type: none"> • Professional Services Agreement above \$20,000. • Bid is more than \$50,000. • Amendments that have either an increase greater than 10% or provide a \$10,000 increase in amount (whichever is greater) RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
Summary of Scope: Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Whatcom County Search and Rescue Council, to provide for the Whatcom County Search and Rescue usage of real property to house their operation in furtherance of their public service, in consideration in the amount of \$1.00.	
Term of Contract: thirty-five year term	Expiration Date: February 28, 2034

- Contract Routing Steps & Signoff: *sign or initial*
1. Prepared by: Tammy Iddings
 2. Attorney reviewed: Christopher Quinn
 3. AS-Finance reviewed: M Caldwell
 4. IT reviewed if IT related: _____
 5. Corrections made: _____
 6. Attorney signoff: _____
 7. Contractor signed: _____
 8. Submitted to Exec Office: _____
 9. Council approved (if necessary): _____
 10. Executive signed: _____
 11. Contractor Original Returned to dept: _____
 12. Original to Council: _____

- Indicate date transmitted
- | | |
|------|-------------------|
| Date | <u>05/15/19</u> |
| Date | <u>05/15/2019</u> |
| Date | <u>05/16/19</u> |
| Date | _____ |

**WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW**
[submit via electronic transmittal]

Whatcom County Contract No. _____

<i>Originating Department:</i>	<i>Public Works / Equipment Services Division</i>
<i>Contact Person:</i>	<i>Eric L. Schlehuber, Equipment Services</i>
<i>Contractor's Name:</i>	<i>Whatcom County Search and Rescue Council</i>
<i>First Review:</i> XX Approved As Is; Prepare Hardcopy for Signoff CDQ <input type="checkbox"/> Needs Revision ; Attorney Comments for suggested changes:	
<i>Second Review:</i> <input type="checkbox"/> <i>Implemented Attorney Corrections as Indicated</i> <input type="checkbox"/> Approved ; Prepare Hardcopy for Signoff <input type="checkbox"/> <i>Additional Corrections Needed; Attorney Comments for suggested changes:</i>	
Please indicate any Special Dates or clauses that require calendaring:	

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

PROPERTY LEASE AGREEMENT
BETWEEN WHATCOM COUNTY AND
WHATCOM COUNTY SEARCH AND RESCUE COUNCIL

Whatcom County Contract No.

THIS **LEASE AGREEMENT** is entered into by and between **WHATCOM COUNTY**, a municipal corporation, hereafter referred to as "Lessor," and **WHATCOM COUNTY SEARCH AND RESCUE COUNCIL**, hereafter referred to as "Lessee."

WHEREAS, the Lessee is in need of a facility in a central location to house their operations in furtherance of their public services; and,

WHEREAS, the Lessor is the owner of approximately 160 acres in the NE ¼ of Section 34, Township 39 N., Range 2 East of W.M., more commonly known as the "County Farm," located at the southeast corner of the intersection of Smith Road and Northwest Road in Whatcom County; and

WHEREAS, the Lessor desires to lease 0.63 acres of real property, also known as 1041 W. Smith Road, Bellingham, WA 98226, to the Lessee to further facilitate the Lessee's public service contribution.

NOW, THEREFORE, the parties agree as follows:

A. DESCRIPTION OF THE PREMISES

Lessor hereby leases to Lessee the following-described real property situate in Whatcom County, Washington: The NW ¼ of the NE ¼ of Section 34, Township 39 N., Range 2 East, W.M., described as follows: Commencing at the north quarter corner of said Section 34; thence easterly along the north section line for a distance of 513.68 feet; thence south, at right angles to said section line, 30 feet to the southerly right of way line of county road no. 103 (W. Smith Road) and the true point of beginning of this parcel; thence continuing south 87 feet; thence easterly parallel to said section line for a distance of 45 feet; thence south at right angles for a distance of 10 feet; thence easterly parallel to said section line for a distance of 243 feet; thence north at right angles for a distance of 97 feet to the southerly right of way of said county road no. 103; thence westerly 288 feet along said southerly right of way line to the true point of beginning. .

B. RENT

Lessee shall pay to the Lessor for the use and occupancy of the above-described property the sum of ONE DOLLAR (\$1.00) per year, payable March 1, 2019, and each successive year thereafter for the term of this agreement. The Lessee and Lessor agree that the rental amount specified in this paragraph shall be renegotiated on or before March 1, 2024, and each five-year period thereafter during the term of this agreement.

C. IMPROVEMENTS

Any improvements on the above-described property shall be completed/constructed at Lessee's sole expense and with the written consent of the Lessor, but Lessee shall, before making any improvements or alterations, submit the plans and designs therefor to Lessor for approval. Upon the expiration of this lease agreement, all improvements shall become the property of the Lessor. If at any time during the life of this lease, the Lessee fails to use the property for the purposes expressed herein, without first obtaining permission in writing from the Lessor to do so, the lease shall be forfeited.

D. TERM

The term of this lease shall be thirty-five (35) years unless sooner terminated and/or modified as provided herein. Provided, however, that any improvements made or installed pursuant to Paragraph "C" of this lease shall become the property of the Lessor upon the expiration of this lease.

E. USE

The intent of this lease is to provide Lessee with a site and building to house and store supplies and equipment, and to provide Lessee with office space necessary for its operations. Lessee shall not use,

nor permit the property or any part thereof to be used, for any purpose or purposes other than those for which the property is hereby leased.

F. ACCEPTANCE OF PROPERTY

Lessee acknowledges that it is in all respects familiar with the property and the improvements thereon and that no representations have been made by Lessor as to said property or improvements except for those representations made in writing contained in this lease agreement. Lessee hereby accepts said property and improvements as they are now situated.

G. MAINTENANCE

Maintenance of the leased property and all improvements thereon shall be the responsibility of the Lessee. The Lessee agrees to maintain in good repair all improvements and related facilities, grounds and roads at all times and at its sole expense in accordance with all sanitary, health, building and other regulatory codes and ordinances relating thereto. Lessee further covenants not to commit waste nor permit anyone else to commit waste during its possession of the premises.

H. LESSOR'S RIGHT-OF-ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the property at all reasonable times for the purpose of inspecting the same or exhibiting the property to prospective tenants.

I. UTILITIES

The Lessor has installed, sewer and water services from three feet outside of the structure or structures to the main supply and/or discharge. The Lessee shall pay all costs and charges for utilities furnished including electricity, water, sewer and/or gas during the term of this lease.

J. SUBLEASE AND ASSIGNMENT

Lessee shall not assign, transfer, pledge, or sublease this lease, the property or any part thereof, or any interest therein, and shall not permit the property, or improvements, facilities or any part thereof, to be used by anyone other than the Lessee or its agents or employees unless the written consent of the Lessor is first obtained.

K. LIENS

Lessee shall keep the above-described property free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

L. LOSS OR DAMAGE

All risk of loss or damage to the property, facilities or improvements is assumed by the Lessee and Lessor shall not be held responsible for damage accruing thereto unless such damage shall have been caused solely by the negligent acts or omissions of Lessor.

M. INDEMNIFICATION AND HOLD-HARMLESS

Lessee agrees and covenants to indemnify, defend and save harmless Lessor and those persons who were, now are, or shall be, duly elected or appointed officials or members or employees thereof, hereinafter referred to as "Lessor" against and from any loss, damage, cost, charge, expense, liability, claim, demand, or judgement of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of Lessee, its subcontractors or employees, except if such injury or damages shall have been caused by or resulted from the sole negligence of Lessor. In case any suit or cause of action shall be brought against Lessor on account of any act, action, neglect, omission, or default on the part of the Lessee, its agents, subcontractors or employees, the Lessee hereby agrees and covenants to appear and assume the defense thereof and to pay any and all costs, charges, attorneys' fees and other expense, and any and all judgements that may be incurred or obtained against Lessor.

In the event the Lessor is required to institute legal action and/or participate in legal action to enforce this Indemnification and Hold Harmless Clause, the Lessee agrees to pay the County's legal fees, costs, disbursements incurred in establishing the right to indemnification.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-300

File ID: AB2019-300 Version: 1 Status: Agenda Ready
 File Created: 05/13/2019 Entered by: JThomson@co.whatcom.wa.us
 Department: Health Department File Type: Contract
 First Assigned to: Council Finance and Administrative Services Committee
 Agenda Date: 06/04/2019 Next Mtg. Date: Hearing Date:

Primary Contact Email: BJJohnso@co.whatcom.wa.us <mailto:BJJohnso@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Catholic Community Services to provide funding for resident support services at Francis Place, in the amount of \$288,916

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to County Executive, CCS Francis Place Contract

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

TO: Jack Louws, County Executive

FROM: ^{DAD} Regina A. Delahunt, Director

RE: Catholic Community Services – Francis Place Contract

DATE: April 25, 2019

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

▪ **Background and Purpose**

Francis Place is a forty-two unit apartment building that provides affordable, permanent supportive housing to homeless individuals with behavioral health disorders and other homeless individuals who require supportive services to maintain stable housing. The purpose of this contract is to provide partial funding to support 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery-oriented life for its tenants and a positive relationship with neighborhood residents and businesses. Whatcom County has provided funding for these services under a similar contract since 2015.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$288,916, is provided by document recording fees and the Behavioral Health Program fund. These funds are included in the 2019 budget. Council approval is required as funding exceeds \$40,000.

Please contact Barbara Johnson-Vinna at extension #6046 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Catholic Community Services

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

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? If yes, grantor agency contract number(s): _____ CFDA#: _____
 Yes No

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

Is this contract the result of a RFP or Bid process? Contract Cost
 Yes No If yes, RFP and Bid number(s): _____ Center: 124112 / 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): \$ 288,916 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.
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Summary of Scope: This contract provides partial funding to support 24/7/365 facility-based staffing at Francis Place to ensure a safe, supportive living environment conducive to housing stability and recovery-oriented life for its tenants.

Term of Contract: 12 Months	Expiration Date: 6/30/2020
-----------------------------	----------------------------

Contract Routing:	1. Prepared by: JT	Date: 02/28/2019
	2. Attorney signoff: RB	Date: 04/12/2019
	3. AS Finance reviewed: <i>bbennett</i>	Date: 6/8/19
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

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: 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 subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

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

37.2 Notice:

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/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:

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

I. Background

The 2018 point in time homeless census counted 815 people in Whatcom County. The causes of homelessness include economic reasons, family break up, mental illness, drug or alcohol abuse, domestic violence, and a lack of safe, affordable housing. Of those counted, many had characteristics of chronic homelessness, including those who had been homeless for over a year, had four or more episodes of homelessness in the last three years, and who are frequent users of community emergency services. Catholic Housing Services (CHS) has a forty-two unit apartment building, known as Francis Place, to supply affordable permanent supportive housing to homeless individuals, including veterans, people with a history of homelessness and serious behavioral health problems, and individuals with a history of homelessness who require supportive services to remain stably housed. Catholic Community Services (CCS), a sister organization to CHS, will continue to provide residential services to tenants at Francis Place, while CHS will continue in a property management role. The purpose of this contract is to provide 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery oriented life for its tenants, and a positive relationship with neighborhood tenants and businesses.

II. Definitions

Permanent Supportive Housing (PSH) – Housing for a person with multiple barriers to employment and housing stability, which might include mental illness, substance abuse disorders and/or other disabling or chronic conditions. A comprehensive array of supportive services is available to each resident.

III. Statement of Work

The Contractor will be responsible for providing 24/7/365 facility-based staffing and for the overall management of a positive and healthy living environment at Francis Place. The Contractor will also be responsible to work proactively with neighboring residents and business owners to build and maintain positive relationships.

The Contractor will be responsible for meeting the following obligations deemed necessary to support the program objectives of housing stability for individuals with a history of homelessness at Francis Place, as well as good neighbor behavior.

1. Create a positive community among residents by actively engaging residents in on-site recreational and social activities. Create opportunities for resident involvement in internal and external neighborhood volunteer activities. Operate all functions in lobby office, including checking visitors in and out, answering phones, and monitoring the security system.
2. Maintain safety and security of all staff, residents and visitors by monitoring all general access areas and enforcing building rules, including street front.
3. Work collaboratively with other CCS/CHS staff, Veterans Affairs staff, and other outside service providers, to ensure provision of coordinated services to residents. Assist case management staff by encouraging service-resistant residents to engage in treatment.

4. Proactively establish positive relationships with neighborhood residents and businesses, and respond to neighborhood complaints promptly and professionally. Establish and maintain a policy that outlines expectations of good neighbor behaviors. Ensure on-site staff receives training on policy and procedures.
5. Establish a single phone number that is accessible to residents and neighboring businesses 24/7 where immediate concerns can be reported to a live person.
6. Provide behavioral health management support by helping residents and guests make pro-social choices. Assist residents to remain in compliance with all components of their lease, including the House Rules addendum and Non-tolerance for Criminal Activity addendum.
7. Respond to resident complaints and concerns in a timely manner.
8. Address issues that threaten continued program participation and the safety of other residents or the immediate neighborhood. Respond to crises in a supportive way; keeping residents safe and contributing to a safe community. Initiate action as required, including contact with the emergency response system.
9. Work closely with Whatcom Homeless Service Center (WHSC) and other community stakeholders to guide the referrals of potential residents into the program. Follow the WHSC policy for prioritizing individuals identified for PSH at Francis Place to the extent possible.
10. Provide initial, and thereafter, annual training to on-site staff on Substance Use Disorders, Serious Mental Illness, Milieu Management, and Good Neighbor Policies and Procedures.
11. Comply with State and Federal confidentiality laws and regulations.

IV. Program Outcomes and Reporting Requirements

During this contract period, the Contractor is expected to meet the following outcomes in efforts towards achieving the goals of the Whatcom County Local Plan Update to 10 Year Plan to End Homelessness which are:

1. Reduce homelessness;
2. Reduce time spent homeless;
3. Increase number of people moving in to permanent housing; and
4. Increase housing retention rates and reduce returns to homelessness.

The Contractor will provide quarterly reports for Permanent Supportive Housing due by the 15th for the months of April, July, October, and January. The current* reporting template for this contract will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:

<https://whatcomcounty.us/DocumentCenter/View/37565/WCHDquarterlyPSHreport2019FrancisPlace>

*Contractors will be notified via email of updates to reporting templates.

EXHIBIT "B"
Compensation

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$288,916 are document recording fees and the Behavioral Health Program fund.
- II. **Budget:** The budget for this cost reimbursement contract is as follows:

Cost Description	Documents Required with Each Invoice	Budget
Personnel – Salaries + Benefits	GL Detail	\$232,074
Supplies	GL Detail	\$8,306
Cell Phone Expenses	GL Detail	\$2,200
Occupancy	GL Detail	\$6,264
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at a rate not to exceed the GSA's rate (per www.gsa.gov).	\$2,522
Staff Training	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include the name of the staff member, dates of travel, starting point and destination, and a brief description of the purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the GSA's Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. Receipts required for tuition or registration fees.	\$3,635
SUBTOTAL		\$255,001
Indirect Costs (13.3%)	GL Detail	\$33,915
TOTAL		\$288,916

Changes to the line item budget that exceed 10% of the line item amount, must be approved in writing by the County. Indirect costs shall not exceed the percentage identified above.

III. Invoicing

- 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.
- The Contractor shall submit invoices to (include contract/PO number):

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 the 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 Services: 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.

EXHIBIT "C"
Insurance

EXHIBIT "D"
E-Verify Declaration

Firm Name: CATHOLIC COMMUNITY SERVICES

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

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named contractor.
3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE:

4/24/2019

SIGNATURE:



PRINTED NAME:

Will Rice



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-319

File ID:	AB2019-319	Version:	1	Status:	Agenda Ready
File Created:	05/21/2019	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Transpo Group USA, Inc., to develop the Whatcom County ADA Transition Plan, in the amount of \$145,251.99

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Contract

Final Action:
Enactment Date:
Enactment #:

PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
Director



ENGINEERING SERVICES
JOSEPH P. RUTAN, P.E.
County Engineer/Assistant Director
5280 Northwest Drive
Bellingham, WA 98226-9098
Phone: (360) 778-6220
Fax: (360) 778-6221

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Joe Rutan, P.E., County Engineer/Assistant Director *JR*
Mike Donahue, P.E., Engineering Manager *MD 5/21/19*

RE: Request authorization for the County Executive to enter into a contract between
Whatcom County and Transpo Group USA, Inc., to develop the Whatcom County
ADA Transition Plan, in the amount of \$145,251.99

DATE: May 21, 2019

Enclosed for your review and signature are two (2) originals of a contract between Transpo Group USA, Inc. (Transpo), and Whatcom County.

▪ **Background and Purpose**

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with Transpo to develop the Whatcom County ADA Transition Plan. This project is listed as Project No. R31 in our 2019-2024 Six-Year Transportation Improvement Program (STIP).

This agreement allows for Transpo's development of an ADA Transition Plan as required in ADA Title II, Part 35, Subpart D—Program Accessibility § 35.150 (d)(3) for facilities within the public rights-of-way of Whatcom County. Consultant tasks will include project management and coordination, evaluation of existing barrier removal practices, stakeholder engagement and public outreach, self-assessment data collection, implementation schedule, and draft and final plan to be presented to Council for approval.

▪ **Funding Amount and Source**

This contract in the amount of \$145,251.99 will be funded by Engineering Services-Traffic 2019 base budget (cost center 10854, work order #20212)

Please contact Mike Donahue at extension 6250 if you have any questions regarding this agreement.

Enclosures

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Public Works		
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905040 - Traffic		
Contract or Grant Administrator:	Mike Donahue, P.E.		
Contractor's / Agency Name:	Transpo Group USA, Inc.		
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ <small>(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</small>			
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____			
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>RFP 19-03</u> Contract _____ Cost Center: <u>10854, WO# 20212</u>			
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>145,251.99</u> 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: Consultant will develop an ADA Transition Plan as required in ADA Title II, Part 35, Subpart D—Program Accessibility § 35.150 (d)(3) for facilities within the public rights-of-way of Whatcom County.			
Term of Contract:	Completion of Project	Expiration Date:	June 30, 2020

Contract Routing:	1. Prepared by: <u>R. McConnell</u>	Date: <u>5/14/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>05/15/2019</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>5/15/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Transpo Group USA, Inc.	
Address 12131 113th Ave NE, Suite 203, Kirkland, WA 98034	Federal Aid Number
UBI Number 603 258 009	Federal TIN or SSN Number 46-1523472
Execution Date	Completion Date June 30, 2020
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Whatcom County ADA Transition Plan	
Description of Work This ADA Transition Plan for Public Right-of-Way will address the requirements of ADA Title II, Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) for facilities within the public right-of-way of Whatcom County. The consultant work program is organized into the following tasks: <ol style="list-style-type: none"> 1. Project Management and Coordination 2. Evaluation of Existing Barrier Removal Practices 3. Stakeholder Engagement 4. Self-Assessment Data Collection 5. Implementation Schedule 6. Draft and Final Plan 	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$145,251.99

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

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

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

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

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

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

If to AGENCY:

Name: Mike Donahue, PE
Agency: Whatcom County
Address: 5280 Northwest Drive, Suite C
City: Bellingham State: WA Zip: 98226
Email: mdonahue@co.whatcom.wa.us
Phone: 360-778-6250
Facsimile:

If to CONSULTANT:

Name: Ryan Peterson, PE, PTOE
Agency: Transpo Group USA, Inc.
Address: 12131 113th Ave NE, Suite 203
City: Kirkland State: WA Zip: 98034
Email: ryan.peterson@transpogroup.com
Phone: 425-821-3665
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

V. Payment Provisions

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

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

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

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

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

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

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

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

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

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

Name: Mike Donahue, PE

Agency: Whatcom County

Address: 5280 Northwest Drive, Suite C

City: Bellingham State: WA Zip: 98226

Email: mdonahue@co.whatcom.wa.us

Phone: 360-778-6250

Facsimile:

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

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

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

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

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

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

XX. Records Maintenance

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

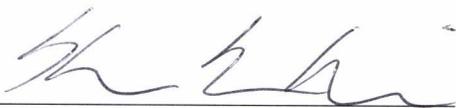
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

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

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

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



Signature

5/13/19

Date

Signature

SEE ATTACHED WHATCOM COUNTY
SIGNATURE SHEET

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

***Exhibit A
Scope of Work***

Project No.

Exhibit A—Scope of Services, Fee & Schedule

Client Name:	Whatcom County	
Project Name:	ADA Transition Plan for Public Rights-of-Way	
Exhibit Dated:	May 10, 2019	TG: 1.19049.00

The Americans with Disabilities (ADA) act of 1990 provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications. There are five titles (or parts) to the ADA, of which Title II is most pertinent to travel in the public right-of-way. This title specifies equal access to all services, programs and activities that are provided or made available by public entities.

This ADA Transition Plan for Public Right-of-Way will address the requirements of ADA Title II, Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) for facilities within the public right-of-way of Whatcom County.

The plan shall, at a minimum—

- (i) Identify physical obstacles in the public program areas of the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

The scope of work contained below meets all the requirements identified above.

The consultant work program is organized into the following tasks:

1. Project Management and Coordination
2. Evaluation of Existing Barrier Removal Practices
3. Stakeholder Engagement
4. Self-Assessment Data Collection
5. Implementation Schedule
6. Draft and Final Plan

Task 1 – Project Management and Coordination

1.1 Project Coordination

The consultant team project manager will coordinate with the County's project manager on a bi-weekly basis throughout the duration of the project. The coordination will address project scope/status, policy direction, budget, schedule and planned data collection efforts. Coordination will be via telephone calls, and email, as appropriate.

1.2 Progress Reports and Invoices

The consultant will prepare monthly progress reports and invoices.

1.3 Kick-off Meeting

Prior to initiating data collection efforts, the consultant will hold a kick-off meeting with Transpo and County staff to go over safety and communication protocols, data collection schedule, quality control processes, existing County standards and policies, and the overall project scope and schedule.

Agency Support

- The County's project manager will regularly keep in contact with consultant team and communicate internally to County staff on progress and schedule.
- The County will facilitate engagement from partners like FHWA and WSDOT, if needed.

Consultant Deliverables

- Notes, emails, or other summaries of communication.
- Monthly progress reports and invoices.

Task 2 – Evaluation of Existing Barrier Removal Practices

This task evaluates how barriers in the public right of way and County facilities are currently removed and identifies changes to standards, policies, and practices relative to accessibility laws and nationally recognized best practices. This would specifically include the County's Development Standards, and address all pertinent chapters, especially chapter 5, "Road Standards". Guidelines to be considered include, but are not limited to:

- The Access Board's ADA Accessibility Guidelines (ADAAG).
- The Access Board's most recent, Revised Draft Public Right-of-Way Accessibility Guidelines (PROWAG).
- National Cooperative Highway Research Program (NCHRP) Report 20-7 (232), ADA Transition Plans: A
- Guide to Best Management Practices.

The consultant will review the County's initial "ADA Transition Plan & Self Evaluation Plan", dated August 15, 1995; and the County's "ADA Transition Plan Update", dated November 1, 1999.

Agency Support

- Provide input on and documentation of existing standards, practices, and policies related to accessibility.

Consultant Deliverables

- Summary of existing barrier removal methods and recommended changes. Removal methods are anticipated to include recommended changes to the County's development standards and may include recommended changes to other County policies and practices as identified during Task 2.

Task 3 – Stakeholder Engagement Support

In order to support the development of the ADA transition plan and provide a robust and inclusive outreach process, the consultant will assist the County in the following areas:

3.1 Materials and Support for General Public Outreach

Transpo will support the County in developing a project landing page on the County website and materials/maps/postcards that can be posted to the website and used for outreach events. Transpo will coordinate with the County to schedule and staff up to two outreach events to present the project and provide an opportunity for public input. These events can occur on the same day or different days and can include general public outreach activities. Transpo will present to the County Council the Final ADA Transition Plan, including presentation to Council at the preceding hearing. Also support County staff at two County Council meetings (with option for third meeting if needed) to provide updates and present the draft and final plans.

3.2 Online Public Survey

Transpo will develop with support from the County's staff an online public survey that is ADA accessible that also provides opportunities for public comment. This will be done using third-party survey software accessed via an external link on the County's website; however, no live streaming of events or question responses will be provided. This on-line survey will be open to the public for one month with comment collected during that time. Graphics developed under task 3.1 above will also be provided in electronic format for inclusion in the online survey. The online survey and other County supported outreach can help us recruit participants for a targeted focus group.

3.3 Targeted Focus Group and Advisory Committee

Focus groups can provide a deeper understanding of the factors the disabled community finds important for updating pedestrian areas in the County, as well as a better understanding of the main barriers in pedestrian areas.

County will assist Transpo in holding two one-hour focus group meeting at an accessible location. Support from Transpo will include development of materials and on-site facilitation. Participants will be recruited through County contacts including ADA community groups, groups representing senior citizens, those expressing an interest in participating from the online public meeting, and comment forms.

3.4 Grievance Policy

Transpo will develop a draft grievance policy based on national best practices. This draft will be submitted to the County for review and upon receipt of comments, Transpo will finalize the grievance policy.

Agency Support

- *Schedule and provide venue for Public Outreach.*
- *Provide support staff as necessary (e.g. providing sign language interpreter, translator, etc. for outreach)*
- *Assist with reaching out to individuals with limited mobility, vision, and hearing, as well as groups that work with those individuals including schools and social service providers*
- *Support in the development of the online public meeting*
- *Staffing at events not included in this scope of work*
- *Designation of webpage on County's website for ADA transition plan.*
- *Review of Draft Grievance Policy*

Consultant Deliverables

- *Materials folios and flyers, for use in the Stakeholder Engagement activities*
- *Messaging and graphics for the public website*
- *Development of content for an online public survey including on-line and paper comment forms*
- *Assistance with identification of stakeholders for public engagement, including individuals/organizations representing those with limited mobility, vision, and hearing.*
- *Attendance and preparation of materials for a focus groups including scheduling of translations, sign language interpreters, facilitator guide, recruitment of participants.*
- *Draft and Final Grievance Policy.*
- *Summary of outreach including summary of all outreach efforts including the focus group as well as a summary of comments received.*

Task 4 – Self-Assessment Data Collection

Data collection is the foundation of this project and will provide a clear understanding of what accessibility barriers exist and what needs to be done to remove them.

4.1 Public Right-of Way Self-Assessment

Data will be collected by Transpo using mobile tablets (ie: iOS, Android, etc.) and stored on a real-time cloud-based GIS database and interactive web viewer, for immediate review. Data may be collected up to 50 feet beyond the County Limits for completeness. A draft data dictionary will be prepared and be used as a starting point for development of the final data dictionary. The consultant team will work with the County to review and finalize the data dictionary through coordination with County Public Works and Information Technology staff.

The facilities to be inventoried are assumed to include up to 70 miles of sidewalk, including individual barriers along the sidewalk, curb ramps, pedestrian push buttons, marked and unmarked crosswalks, accessible parking, 3 signals, and bus stops.

The information above is based on information provided by the County via the Request for Proposals. Once collected, data will be reviewed for quality by Transpo Group.

The consultant will also assist in identifying training needs for County staff. The consultant will assist in developing a training outline using existing materials from other local, state, and federal agencies. The

consultant will facilitate a one-day training event for County staff using the outline. The focus of the training will be on current ADA standards and data collection methods and how they relate to the recommended barrier removal strategies identified in Task 02. A general overview of the ADA will also be given including general requirements for ADA transition planning including buildings and parks facilities.

Agency Support

- Provide existing GIS data standards and any database requirements
- Coordination support and feedback on a best practice data collection design standard. This would include database functionality to reduce errors and optimize field collection efficiency.
- Review boundary of data collection and identify facilities within County not owned by County
- Provide:
 - Base Map and Area of Interest GIS Data
 - Most current Aerial Imagery of the County for data collection data accuracy and reference. (Preferred format in SID format)
 - Other GIS data, as needed
 - Copies of all current MEF forms and information
- Other support from County GIS Staff, as needed

Consultant Deliverables

- Inventory and Barrier database will be delivered in GIS map package or ZIP compressed format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format with some attachments enabled, where applicable. Core metadata elements will be included such as creator, title, description, keywords, publisher, date, extents, coordination system, source, rights, and data fields with coded domain values described, where applicable. All deliverable spatial data shall be referenced to the following ArcGIS projection definition of NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet.
- Summary table of total number of existing ADA inventory assets collected by feature type.
- Interactive web map viewer of ADA Inventory Data Collection. During the duration of the project, a plan will be written on how to migrate the web map viewer and GIS database to the County's current GIS infrastructure.
- ADA training outline and facilitation of a one-day training event at a Whatcom County facility.

Task 5 – Implementation Schedule

Transpo will coordinate with the County to develop a transition schedule for barrier removal. Developing a transition schedule is a key requirement of all ADA transition plans requiring more than a year to implement. Effective plans prioritize removal of high impact barriers in a systematic manner through prioritization of barrier removal, a multiyear schedule, identification of funding streams, planning level cost estimates, and establishment of a monitoring system.

The consultant team will identify methods in which barriers within the public right-of-way will be removed. This will identify ways in which the County has already been working to remove barriers. It will also identify ways in which private development, pavement overlay projects, roadway widening, roadway reconstruction, maintenance, signal upgrades or other physical changes to the right-of-way will be required to address barriers. Suggestions for coordinating these improvements with other improvements and funding programs will also be outlined.

The development of the transition schedule will include the prioritization of barriers. Prioritization of barriers will include input from stakeholders, multi-criteria analysis of the severity of each individual barrier, and multi-criteria GIS spatial analysis of the location of each barrier. Data collected in the self-assessment task will be used to prioritize each barrier.

The implementation schedule will be informed by planning level cost estimates and dedicated funding resources, as well as leveraging related funding resources. ADA barriers are often removed by existing programs, and these activities will be highlighted.

Finally, Transpo will assist in the development of a comprehensive WebGIS based monitoring procedure. This procedure will build upon the GIS data collected in the self-assessment task and identify how that database will be efficiently maintained moving forward. It will help the County clearly communicate, track and report progress in the future.

Agency Support

- Identification of County (primarily based on input from disabled community) priorities around barrier removal.
- GIS data such as parks, schools, bus stops, functional class, public facilities, community destinations, etc.
- Provide current 6 Year TIP and Annual Construction Plan and information about other funding streams.

Consultant Deliverables

- Draft/Final criteria to guide prioritization of barrier removal, and will incorporate the priorities identified from the disabled community at the various public outreaches, online, forum, etc.
- Implementation schedule for barrier removal, including a list of the highest priority projects.
- Planning level cost estimates for barrier removal.
- Prioritization map data for public right-of-way will be delivered in GIS map package format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format where at all possible or at minimum ESRI shapefile. Deliverables shall include a GIS map package with mxd files containing functioning sources pointing to all mapped layers and associated geodatabase.
- Interactive web map viewer of prioritization analysis of barriers in public right-of-way, during the duration of the project, with a plan about how to migrate the web map viewer and GIS database to the County's infrastructure. The web map viewer will be built as the project progresses and document data collection, and results of prioritization process including displaying of prioritization scores for each feature in terms of severity, proximity to high priority land uses, and combined scores. The interactive web map viewer shall be built in ArcGIS online and transferred to the County account prior to project closeout.
- Unit cost assumptions for planning level cost estimates.

Task 6 – Draft and Final Plan

This task includes development of a targeted, accessible and easy-to-understand document. Deliverables from other tasks including memos, maps, and tables will be adapted and consolidated into a single coherent document. The document will be clearly structured to meet the requirements of ADA Title II. Best practices will be integrated and highlighted throughout the plan and suggestions from partner agencies will be included.

In addition to the self-assessment and implementation schedule, there are various changes to County procedures, communication protocols and staffing that are required as part of an ADA transition plan. Although these changes will be completed internally by the County, they have been added to ensure all required elements of the transition plan are reflected within the scope of work. Per ADA Title II Part 35, Subpart D – Program Accessibility § 35.150 (d)(3) ADA Transition Plans must include:

- Identification of an "ADA Coordinator"
- Development of protocols to ensure information is accessible

The consultant team will provide guidance on best practices. This could include providing guidance on who should be the ADA Coordinator, how to provide barrier information in an accessible manner, and guidance on technical requirements/ sample protocols for information accessibility.

Agency Support

- Provide direction on draft plan including two rounds of comments/edits of draft plan.
- The County will identify an ADA coordinator
- Provide County specific GIS mapping template to be used for maps and figures, if desired.

Consultant Deliverables

- Draft transition plan including two rounds of edits. The draft and Final transition plan will be delivered in time for review and edit, along with presentation to the County Council in fall of 2019.
- Final transition plan in PDF, and Microsoft Word formats. Final transition plan will be stamped and signed by a licensed engineer in the State of Washington.
- Transition plan map data will be delivered in GIS map package format and transmitted through the consultant FTP site for the project. Database will be using an ESRI file geodatabase format where at all possible or at minimum ESRI shapefile. Deliverables shall include a GIS map package with mxd files containing functioning sources pointing to all mapped layers and associated geodatabase.

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

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

See Scope of Work for a description of Consultant deliverables including format.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Scope of Work for a description of agency provided information.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Actuals Not To Exceed Table (ANTE)

June 2019 - June 2020

Whatcom County ADA Plan

Transpo Group USA, Inc.

12131 113th Ave NE, Suite 203

Kirkland, WA 98034

Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	171.78%	24.00%	
Engineer/Planner/Analyst/Principal/Director - Level 7	\$110.00	\$188.96	\$26.40	\$325.36
Engineer/Planner/Analyst/Proj Adm - Level 6	\$80.00	\$137.42	\$19.20	\$236.62
Engineer/Planner/Analyst/Proj Adm - Level 5	\$70.00	\$120.25	\$16.80	\$207.05
Engineer/Planner/Analyst/Proj Adm - Level 4	\$60.00	\$103.07	\$14.40	\$177.47
Engineer/Planner/Analyst/Proj Adm - Level 3	\$50.00	\$85.89	\$12.00	\$147.89
Engineer/Planner/Analyst/Proj Adm - Level 2	\$45.00	\$77.30	\$10.80	\$133.10
Engineer/Planner/Analyst/Proj Adm - Level 1	\$35.00	\$60.12	\$8.40	\$103.52
Intern/Data Collector/Project Adm - Level 1	\$25.00	\$42.95	\$6.00	\$73.95
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.19049.00/Whatcom Co. ADA Transition Plan

Overhead Rate	Fee %
171.78%	24.00%

Pay rates are effective from July 7, 2018 through July 5, 2019, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	GIS Manager	Project Engineer	GIS Analyst	Graphics	Field Technician	Admin
initials	RP	PBL	BGS	MW	NEJ	CD	NA	AMC
job title	Engineer L6	Principal L7	Analyst L4	Engineer L2	Analyst L1	Proj Admin L2	Data Collector L1	Proj Admin L4
labor rate	\$58.65	\$80.77	\$43.27	\$38.22	\$24.04	\$32.93	\$18.00	\$44.23
overhead (% of labor)	\$100.75	\$138.75	\$74.33	\$65.65	\$41.30	\$56.57	\$30.92	\$75.98
fee (% of labor)	\$14.08	\$19.38	\$10.38	\$9.17	\$5.77	\$7.90	\$4.32	\$10.62
fully burdened rate	\$173.47	\$238.90	\$127.98	\$113.05	\$71.11	\$97.40	\$53.24	\$130.82

Work Task									Hours	Cost
Task 1 - Project Management / Coordination										
1.1 Project Coordination	12								12	\$2,081.70
1.2 Progress Reports and Invoices	6						6		12	\$1,825.79
1.3 Kick-off Meeting	6	6	6						18	\$3,242.16
Task 2 - Evaluation of Existing Barrier Removal Practices										
Evaluation of Exist Barrier Removal Practices	16	4		40					60	\$8,253.09
Task 3 - Stakeholder Engagement Support										
3.1 Material s and Support for Public Open House	24	2		4		12			42	\$6,262.20
3.2 Online Public Survey	2								2	\$346.95
3.3 Targeted Focus Group and Advisory Committee	18								18	\$3,122.55
3.4 Grievance Policy	2			4					6	\$799.14
Task 4 - Public ROW Self-Assessment										
4.1 Public ROW Self-Assessment	20	8	48	48	120		284		528	\$40,603.14
Training	8			20					28	\$3,648.74
Task 5 - Implementation Schedule										
Barrier Removal Strategy Development	8			60					68	\$8,170.63
Barrier Prioritization	4	2	140						146	\$19,089.46
Planning Level Cost Estimates	8			40					48	\$5,909.68
Monitoring Procedure			32						32	\$4,095.49
Task 6 - Draft and Final Plan										
Draft Transition Plan	8	4	32	72	40				156	\$17,422.51
Final Transition Plan	4	4	8	8	8				32	\$4,146.60
Total Hours	146	30	266	296	168	12	284	6	1208	
Labor Costs	\$25,327	\$7,167	\$34,044	\$33,462	\$11,946	\$1,169	\$15,120	\$785		\$129,019.83

Item	Reimbursable Cost
1 Federal Express / Courier	\$0
2 Phone	\$0
3 Fax	\$0
4 Postage	\$0
5 Graphic supplies	\$0
6 Photography	\$0
7 Travel expenses (mileage)	\$600
8 Reproduction	\$0
9 Traffic counts	\$0
10 Traffic accident data	\$0
11 Spec. MPS model run	\$0
12 Transportation Concurrency Application	\$0
Total Reimbursable Expenses	\$600

Firm	Subs Cost
1 Acutanza STS	\$15,632.16
2	\$0
3	\$0
4	\$0
5	\$0
Total Subconsultants	\$15,632.16

\$145,251.99

Exhibit E
Sub-consultant Cost Computations

~~There is not any sub consultant participation at this time. The CONSULTANT shall not sub contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.~~

ACUTANZA STS

Whatcome County ADA Transition
--

Cost Estimate 11/20/2018

	Acutanza STS		TOTALS	
	Hours		Hours	Budget
		Raw labor \$ 73.00		
		Overhead \$ 80.30		
		Fee \$ 17.52		
ANTE Table June 2019 - June 2020		\$170.82		
Task 1 - Project Management and Coordination				
1.1--Project Coordination	10	\$ 1,708.20	10	\$ 1,708.20
1.2--Progress Reports and Invoices	12	\$ 2,049.84	12	\$ 2,049.84
1.3--Kick-off Mee3ting	8	\$ 1,366.56	8	\$ 1,366.56
Task 3 - Stakeholder Engagement				
3.1--Materials and Support	8	\$ 1,366.56	8	\$ 1,366.56
3.2--Online Public Survey	4	\$ 683.28	4	\$ 683.28
3.3--Targeted Focus and Advisory Group	38	\$ 6,491.16	38	\$ 6,491.16
Task 4 - Barrier Removal		\$ -	0	\$ -
Task 5 - Implementation Schedule		\$ -	0	\$ -
Task 6 - Draft and Final Plan	8	\$ 1,366.56	8	\$ 1,366.56
Reimbursables				\$ 600.00
			88	\$15,632.16

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Transpo Group USA, Inc.

whose address is

12131 113th Ave NE, Suite 203, Kirkland, WA 98034

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

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

Transpo Group USA, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/13/19

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

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

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Transpo Group USA, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/13/19

Date

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Transpo Group USA, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/13/19

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Whatcom County ADA Transition Plan * are accurate, complete, and current as of May 9, 2019 **.

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

Firm: Transpo Group USA, Inc.



Signature

Principal

Title

Date of Execution 5/13/19 ***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

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

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

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

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2019

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).

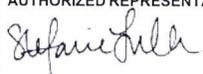
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: Certificates@Dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED TRANSGRO Transpo Group USA, Inc. 12131 113th Ave NE, Suite 203 Kirkland, WA 98034 425 821-3665	INSURER A : Charter Oak Fire Insurance Company 25615	
	INSURER B : Travelers Indemnity Company 25658	
	INSURER C : Sentinel Insurance Co. LTD 11000	
	INSURER D : Beazley Insurance Company, Inc. 37540	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 629980022** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805H922543	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 GENERAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4F625154	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4F625338	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECZS7222 6805H922543	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Form			V1D535190301	1/1/2019	1/1/2020	\$2,000,000 \$4,000,000 Per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
Re: Transpo Project #19049.00 / Whatcom County ADA Transition Plan.
Whatcom County, their officers, employees and agents are named as additional insured as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per written contract or agreement.

CERTIFICATE HOLDER Whatcom County 5280 Northwest Dr. Bellingham WA 98226	CANCELLATION 30 Day Notice of 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSUREDS –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

POLICY NUMBER: 6805H922543

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 4/26/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the 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 a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57 WEC ZS7222

Endorsement Number:

Effective Date: 01/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRANSPO GROUP USA, INC.
12131 113TH AVE NE, STE 203
KIRKLAND WA 98034

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION ANDEMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
 13. bodily injury sustained by any member of the flying crew of any aircraft.
 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** \$500,000 Each Accident

**Bodily Injury
by Disease** \$500,000 Policy Limit

**Bodily Injury
by Disease** \$500,000 Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

C. Schedule of Covered States:

CA

Countersigned by



Authorized Representative



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-327

File ID: AB2019-327 **Version:** 1 **Status:** Agenda Ready
File Created: 05/22/2019 **Entered by:** SBatdorf@co.whatcom.wa.us
Department: Parks and Recreation Department **File Type:** Contract

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date: 06/04/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and tenant Emelia Wilson for the apartment at 5236 Nielson Avenue, located above the Tennant Lake Interpretive Center, in the amount of \$945 per month

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This is a new lease agreement between Whatcom County and Emelia Wilson to reside at 5236 Nielsen Avenue, Ferndale, WA, located within Hovander Homestead Park above the Tennant Lake Interpretive Center. The term of this agreement is one year, beginning on March 15, 2019 and ending on March 31, 2020, at which point it reverts to a monthly lease agreement. Monthly rent is \$945.00.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo to the Executive, Contract Information Sheet, Residential Lease Agreement

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

TO: Jack Louws, Executive

FROM: Michael McFarlane, Director 

DATE: May 9, 2019

RE: 5236 Nielsen Avenue, Ferndale Residential Rental Lease

Enclosed find two copies of a residential lease agreement for the apartment at 5236 Nielsen Avenue, Ferndale, located above the Tennant Lake Interpretive Center, for your signature. This is a one year lease agreement for a rate of \$945.00 per month that changes to a month to month basis after the initial one year period.

Should you have any questions or need additional information, please contact me at 5855.

Thank you.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Parks
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Emelia Wilson
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>945.00 / Month</u> This Amendment Amount: \$ <u>0.00</u> Total Amended Amount: \$ <u>945.00 / Month</u>	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 is a new lease agreement between Whatcom County Parks and Recreation and Emelia Wilson to reside at 5236 Nielsen Avenue, Ferndale, WA, located within Hovander Homestead Park. The term of this agreement is one year, commencing on March 15, 2019 and ending on March 31, 2020, at which point it reverts to a monthly lease agreement. Monthly rent is \$945.00.	
Term of Contract:	Expiration Date:

Contract Routing:	1. Prepared by: <u>Shannon Batdorf</u> 2. Attorney signoff: _____ 3. AS Finance reviewed: <u>bbennett</u> ¹⁹⁹ 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: <u>5/9/2019</u> Date: <u>5/20/19</u> Date: <u>5/21/19</u> Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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RESIDENTIAL LEASE AGREEMENT
Whatcom County

THIS AGREEMENT, dated as of *March 15, 2019* is made and entered into between **WHATCOM COUNTY (PARKS AND RECREATION DEPARTMENT)**, a municipal corporation in the State of Washington, hereinafter referred to as "Landlord", and *Emelia Wilson* hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth, Landlord does hereby lease to Tenant those certain premises situated at *5236 Nielsen Avenue, Ferndale Washington* located within *Hovander Homestead Park*, hereinafter referred to as "Premises." The premises are described as *an approximately 775 square-foot one-bedroom apartment within the Tennant Lake Interpretive Center and one parking.*

This agreement is for a term of one (1) year commencing on *March 15, 2019* and ending on *March 15, 2020* upon the following terms and conditions. Upon expiration of one (1) year from commencement date, this lease agreement reverts to a monthly lease agreement. The County may require an additional one year lease for continued occupancy.

1. **OCCUPANCY SHALL BE LIMITED** to the following persons (adults and children):

Emelia Wilson. Note: Landlord/agent must approve sublet of premises, or over-night visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period.

Provision for pets/animals: *No pets or animals allowed*

Number of vehicles, make, model and license plate(s): 1. *Dodge, Ram, License # WA C62440F*

RV/Boats and license plate: *N/A*

2. **RENT:** Rent is joint and several with all adult tenants. **Tenant shall pay monthly rent of *\$945 (\$837.46 and \$107.54 tax of 12.84%)***, in advance on or before the first day of each month to Landlord or to such other person(s) as Landlord from time to time designates in writing.
3. **UTILITIES:** paid by landlord (checked): *XX* electric, *NA* gas, *XX* water, *N/A* sewer, *XX* garbage, (other) *NA.* *Tenant must pay all other utilities; failure to promptly call in for service may result in a \$35 charge.*
4. **SECURITY/Damage Deposit:** Tenant shall pay a security/damage deposit in the amount of *\$945.00*. Of this deposit, none shall be retained by Landlord as an automatic non-refundable cleaning fee. Upon termination of this tenancy, all or a portion of the remainder of this deposit may be retained by Landlord, and any refund to the Tenant is conditioned as follows:
- a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended, or as subsequently amended.
 - b. Tenant shall have occupied the premises for a minimum of six months or longer.
 - c. Tenant shall have returned to Landlord all keys provided during the tenancy. *A charge of \$10.00 will be assessed for each key not returned by Tenant.*
 - d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Cleaning shall include thorough commercial cleaning of all carpets.
 - e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings.
 - f. Unpaid utilities which are billed to the County.

- g. Within twenty-one (21) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a written statement of the basis for retaining any or all of the deposit together with the payment of any refund due.

Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days. For tenant-responsible damages or neglect during tenancy, costs may be deducted anytime from the security fee following 10-day written notice to cure, with 30-day deadline for tenant to replenish fee.

5. **TENANT AGREES AND UNDERSTANDS:** That any of said security /damage deposit may not be applied by the tenant toward rent at any time. Any security fee refund or shortage, as per itemized statement (or estimate), shall be processed between 2 and 21 days following rental agreement termination and vacation of premises. The security deposit is held in trust per RCW 59.18.270 at Key bank.
6. **DELIVERY OF RENT AND NOTICES:** All due on the first day of each monthly rental period, it is the responsibility of the tenant to mail/deliver rent payment (cash, check, money order/cashier check, at landlord/agent option; checks should be made payable to Whatcom County Parks and Recreation) to the following address or location: Parks Operations Manager, Whatcom County Parks & Recreation, 3373 Mt. Baker Highway, Bellingham WA 98226. Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by commencement date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.
7. **LATE/NSF/DEFAULT RENT:** Any rent due not paid by the 5th day of the monthly rental period is subject to a \$75.00 late fee charge. Late fees assessed concurrent with rent due shall be considered rent as due. *NSF checks shall be assessed \$30.00 each.* If tenant defaults in rent payment, is absent from the premises without notice, and there is reason or cause to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to post notice, take immediate possession, change locks, and store of any remaining items in a manner and time required by law.
8. **NOTICES:** Tenant shall give the landlord or agent at least 20 days' written notice *prior to the end of the rental period* of intention to vacate the premises. (Shorter notices, or notices other than for the end of the period, require approval of landlord.) Landlord or agent may also give 20-day no-cause notice to tenant to terminate tenancy. Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement.
- a. **Maintenance & Showing:** Except in the case of emergency or if it is impracticable to do so, following 48 hour landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so honor access is cause to assess tenant for any service cancellation costs, and \$100 per RCW 59.18.150(5).
9. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; *provided*, access is at reasonable times with proper notice (*no notice* required for

emergency, end/term or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of tenant objection).

10. **PUBLIC SAFETY:** Dwelling is equipped with three battery-operated smoke/heat detectors, and three Carbon Monoxide (CO) alarms in working order. Maintenance of smoke detection devices and CO alarms, including the replacement of batteries when needed, shall be the responsibility of the tenant, who shall maintain the devices as specified by the manufacturer. Tenant is responsible to maintain the devices in working order and conduct a monthly check to determine that the devices are in working order. Tenant(s) failure to comply includes a \$200 fine per RCW 43.44.110(4). *If any device is later found inoperable, landlord may charge tenant \$50 compliance fee/each.* The tenant(s) must immediately notify the County if the tenant is unable to repair or determine if the smoke alarms or CO alarms are operable.
11. **OPERABLE FIRE EXTINGUISHERS ARE LOCATED IN THE FOLLOWING LOCATION(S):**
Kitchen. The tenant is required to check the fire extinguisher(s) monthly to determine if they are fully charged. The tenant(s) must immediately notify the County if there is not a full charge or there is a need for repair or replacement.
12. **CHANGE IN TERMS OR RENT:** effective anytime upon written approval of all affected parties, *or upon 30 days written notice* by landlord/agent effective at the end of the corresponding rental month. All other provisions shall remain intact.
13. **INSURANCE/REPAIRS:** Tenant is not insured under Landlord's insurance (*Landlord/agent is not responsible for damaged/missing tenant property*). Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (Landlord/agent not responsible for damaged/missing tenant property.) Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.
14. **ATTORNEY'S FEES:** In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of Tenant's obligations, then Tenant agrees to pay to Landlord reasonable attorney's fees as authorized by RCW Chapter 59.18. Attorney's fees as required and/or allowed by law will apply equally to both tenant and landlord.
15. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.
16. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a *continuing* basis, tenant agrees to:

- a. **Keep premises** in a clean, neat, and sanitary condition; **no parking**, storage or accumulation of debris on lawn or yard;
- b. **Dispose of** all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;
- c. **Properly ventilate and operate** all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors, windows, locks, and
- d. **No** portable kerosene/gas/incense burning; **keep** hot water tank at 120 degree maximum; no burning candles; no excessive odorous chemicals/sprays/vapors;
- e. **Restrict** toilets to biological waste and tissue paper; keep drains clear;
- f. **No BBQs** or open fires in units or under eaves, canopies, balcony over-heads, in public areas, or under building structures or covers; *(Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can afflict or kill!)*
- g. **Pay for, replace or repair** in a **landlord-approved** manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; **correct or repair** plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, **use due precaution** against freezing or stoppage of water pipes in and around the premises;
- h. **Report all** plumbing/roof/water leaks, **and** all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages, and increased utility fees **caused by** lack of timely reporting **to landlord**;
- i. **Not deface, damage, impair, or remove** any property, facilities, equipment, and appliances; **not install** TV/radio antennas, decorations, signs, postings, nor other equipment without landlord/agent approval except as authorized under FCC regulations; For any installations, landlord/agent may assess an added refundable \$250 security fee to cover removal costs;
- j. **Not grow** medically-approved or other marijuana in or around the premises; **Limit supply** for own medical purposes per RCW 69.51A.040; **Not smoke/vaporize** same anywhere inside premises, nor in any unauthorized outside areas;
- k. **Not make unauthorized alterations**, climb ladders/roofs, paint/wallpaper, change fixtures/locks, or run dangerous equipment; any alteration must be pre-approved in writing by the Parks Operations Manager or their designee.
- l. **Not store non-operating vehicles**, nor boats, RV's, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items **on premises** without landlord/agent approval; no waterbeds;
- m. **Maintain reasonable peace and quiet** with other tenants/neighbors and **pay** for any caused damages therein; no fireworks; No disturbing TV's, sound systems, musical instruments, or other disturbing activities; No fireworks of any kind.

17. **MOLD/LEAD PAINT:** **XX** Copy of State-approved mold information hand-out is provided per RCW 59.18.060(12). For pre-1978 housing, **XX** a federal-approved pamphlet on lead poison prevention is also

provided. BEWARE: Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...especially children!

18. **YARD/OUTSIDE PREMISES:** Where applicable (y/n)No, tenant agrees to mow, water, weed, and maintain grounds in good condition (subject to any landlord specifics); and to keep own driveways, walks, porches, and garages clean and clear of obstructions, and pay costs of any used utility. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such "attractive nuisances" without written approval of landlord/agent. Unauthorized parking, storage, or accumulation of waste may be assessed up to \$10.00 per day per violation.
19. **FURNISHINGS PROVIDED:** Included (if checked) are XX stove, XX refrigerator, ___ drapes, ___ shades, ___ curtains, XX blinds, XX smoke/CO alarms, and also the following: Not Applicable.
20. **CONDITION REPORT UP-DATE:** Tenant to complete and return any/all condition report up-dates by 30 days of move in.
21. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.
22. **EVICITION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.
23. **RECEIPT OF MONEY PAID:** 1. Tenant has paid \$945.00 in check for security/damage deposit.
2. Tenant has paid \$518.33 in check for rent covering period March 15, 2019 through March 31, 2019.
In addition: Not applicable
24. **TENANT'S DEFAULT AND LANDLORD'S RE-ENTRY:** The occurrence of any of the following constitutes a material default and breach of this agreement:
 - a. Failure to pay rent.
 - b. Failure to observe and perform any other required provisions of this agreement.
 - c. Committing waste, maintaining a nuisance, being declared a sex-offender or convicted of a crime; tenants and or guests which cause law enforcement contact as a result of a violation of the law which results in an arrest.
 - d. Landlord may terminate tenancy prior to the end of the agreement if Tenant receives three notices for "3-day pay or vacate" or three notices for "10-day comply-or-vacate" within a 12-month period.
25. **LANDLORD'S DUTY:** Landlord agrees to keep the shared and common premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises, unless otherwise agreed to in this agreement.
26. **OTHER CONDITIONS:** This agreement also is subject to these other conditions:
 - a. Not Applicable

27. **NO WAIVER:** Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
28. **HOLD HARMLESS:** Tenants shall indemnify and hold Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence or wrongful acts of Tenants, Tenants' family, guests, licensee or invitees. Tenants expressly releases Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of Landlord. There is no warrant that there will be no criminal acts or that Tenants will be free from the violent tendencies of third parties.
29. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Agreement as Tenant is liable for the full amount of rent provided herein. The obligation of Tenants is joint and several.
30. **SEVERABILITY:** The construction validity and effect of this Agreement shall be governed by the laws of the State of Washington. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.
31. **KEYS:** Two (2) keys will be provided at time of possession. Keys may not be duplicated or provided to other persons, nor locks replaced, without the permission of the Landlord.
32. **REPORT TO CREDIT/TENANT AGENCIES:** Tenants are hereby notified that a nonpayment, late payment or breach of any of the terms of this residential lease agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
33. **ADDENDA TO AGREEMENT:** The following Exhibits are attached:
 - A. Flood Hazard Area
 - B. Condition of premises to be signed by tenant(s) and County at Move In
 - C. Mold and mildew
 - D. Lead pamphlet

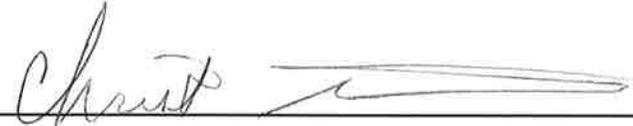
Addendum A
NOTICE TO TENANT OF LOCATION
IN FLOOD HAZARD AREA

Notice is hereby given that the following described real property is located within a flood hazard area.

(Put in legal description and address of property being leased or rented)

5236 Nielsen Avenue, Ferndale, WA 98248

Dated this: 14 day of March 20 19

Signature of Owner/Agent 

ACKNOWLEDGEMENT OF TENANT

The undersigned tenant(s) of the above described real property hereby acknowledge receipt of notice that such property is located within a flood hazard area.

Dated this: 14 day of March 20 19

Signature of Tenant(s) 

Renters Flood Insurance: The owner's insurance does not insure the tenant against loss of personal property or injury. Renter's insurance including flood insurance is available to cover losses of property or injury caused by flooding, wind damage or other casualty loss. Consult with an insurance professional of your choice.

Addendum D

Simple Steps To Protect Your Family From Lead Hazards

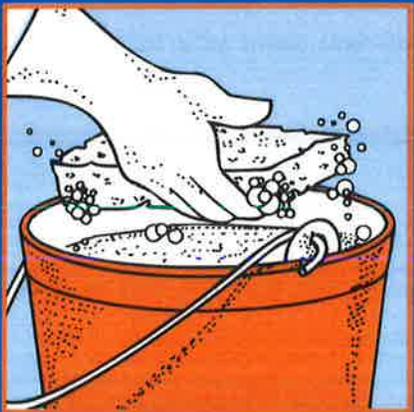
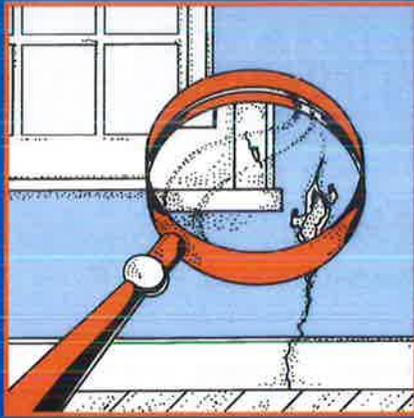
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home

 **EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

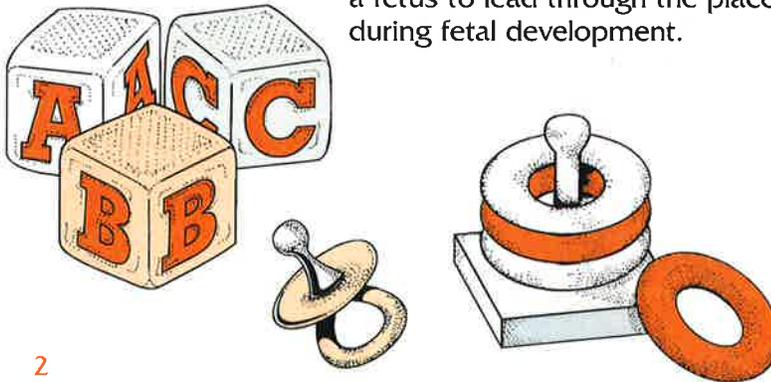
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



2

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

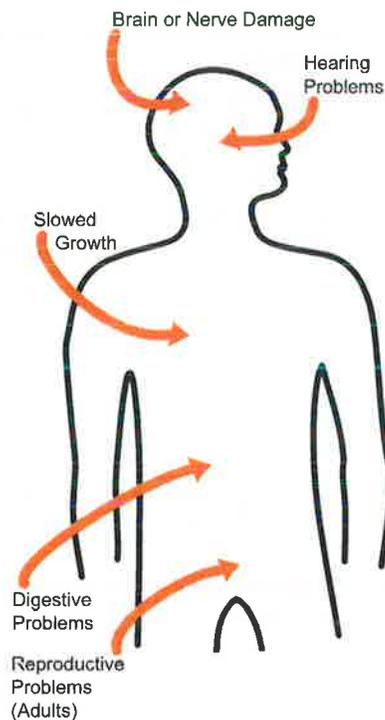
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

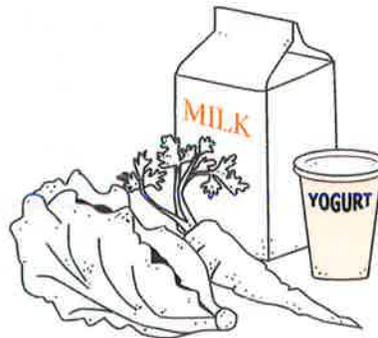
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

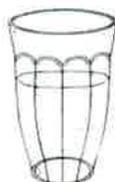
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003



Addendum C Got Mold?

Frequently Asked Questions About Mold

What are molds?

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

What makes molds grow in my home?

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

Can I be exposed to mold?

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

Do molds affect my health?

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

When is mold a problem?

You know you have mold when you smell the “musty” odor or see small black or white specks along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.

Can I control mold growth in my home?

Yes you can. Dry out the house and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

What can I use to clean up mold?

Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

Size the Moldy Area

Decide if you have a large or small area of mold. A small area is less than about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection.

If you have a lot of mold damage (more than ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

Use Protection

Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

Seal the Area

Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.

Remove Items

Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

Bag Moldy Trash

Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

Scrub Surfaces

Scrub hard surfaces:

- First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) Then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.

Clean and Wash

Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

Monitor

Check regularly to make sure mold has not returned to the clean-up area.

What cleans up moldy furniture?

How to clean you moldy furniture depends on how it reacts to water. See chart below:

Reaction to Water	Items	Recommendations
Doesn't absorb water and is washable.	Wood, metal, plastic, glass, and ceramics objects.	Wipe with a solution of lukewarm water and laundry detergent.
Absorbs water and is washable.	Clothes and bedding.	Wash in laundry.
Absorbs water but not washable.	Beds, sofas and other furniture.	These items may have to be discarded. Or, try to save by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.

Should I paint over mold?

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

Must landlords tell tenants about mold?

Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/ehp/ts/iaq/renter.htm.

Who are my local contacts for more information about mold?

In Washington, you can contact your county health department (www.doh.wa.gov/LHJMap/LHJMap.htm) for more information about mold. If you live outside of Washington State, try contacting your county or state health department (www.doh.wa.gov/Links/links2.htm#State).

Need more mold information?

- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at www.cdc.gov/mold.
- EPA offers resources for homeowners, schools, and building managers at www.epa.gov/mold.
- Northwest Clean Air Agency "Mold in Your Home" videos are available in English and Spanish at www.nwcleanair.org/aqPrograms/indoorAir.htm.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-328

File ID: AB2019-328 **Version:** 1 **Status:** Agenda Ready
File Created: 05/22/2019 **Entered by:** CElder@co.whatcom.wa.us
Department: Planning and Development Services Department **File Type:** Contract

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date: 06/04/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: celder@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter in to a contract between Whatcom County and Unique Places LLC to perform GIS mapping, analysis and outreach materials development for the Purchase of Development Rights program, in the amount of \$43,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This contract will support the Purchase of Development Rights (PDR) program to improve GIS mapping and anlysis and will support development of outreach materials to achieve PDR program goals. See attached.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Contract.pdf, Staff Memo 20190522

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: (i.e. Dept. Division and Program) _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
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? Contract Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ 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: _____	
Term of Contract: _____	
Expiration Date: _____	

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

CONTRACT FOR SERVICES AGREEMENT
[Insert additional specific name for your clarification]

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

- General Conditions, pp. 3 to 7,
- Exhibit A (Scope of Work), pp. 8 to 10,
- Exhibit B (Compensation), pp. 11 to 12,
- 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 5 day of June, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2019.

The general purpose or objective of this Agreement is to: support GIS Mapping, Analysis, and Outreach Materials Development for the Purchase of Development Rights 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 \$43,000. 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:

Unique Places, LLC

Michael Scisco, Director

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this ___ day of _____, 20 __, before me personally appeared Michael Scisco to me known to be the Director of Unique Places, LLC 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 New Mexico, residing at _____.
My commission expires _____.

WHATCOM COUNTY:
Recommended for Approval:

Department Director Date

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Unique Places, LLC

Michael Scisco, Director

Address:

Mailing Address:
PO Box 7790
Albuquerque, NM 87194

Contact Name: Michael Scisco

Contact Phone: (505)603-3636

Contact FAX: n/a

Contact Email: mscisco@uniqueplacesgis.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

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

a. Professional Liability - \$1,000,000 per occurrence:

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 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: 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:

Insert here (name, job title, work address)

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

- a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
 - b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
 - c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
 - d. Arbitration: Not Applicable
- 43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.
- 44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
- 45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT A - SCOPE OF WORK
**GIS Mapping, Analysis, and Outreach Materials Development for
PDR Program**

Task A. GIS Data

1. Inventory existing GIS data & identify gaps in GIS data

- Review existing, relevant datasets with PDR Program staff and County GIS staff to determine current inventory, maintenance, storage and use of GIS data.
- Assess current GIS environment with PDR Program staff to identify gaps in existing GIS data.
- Organize existing data as efficiently as possible and ensure PDR Program and GIS staff are comfortable using and maintaining data.

2. Collect GIS data, including building upon Ag-Watershed Project

- To address gaps in data and ensure a robust analysis, consultant shall perform data research and work with partner organizations, such as Whatcom Conservation District, WDFW, WDNR, and others to obtain appropriate data.
- Process newly obtained data to fit within established maintenance and organization protocols.

3. Establish protocols for data management & data updates

- The consultant shall create protocols to assist PDR Program staff in data management and updates. These may include, but are not limited to:
 - File name versioning
 - Metadata creation and stewardship process development
- Develop best practices for archiving data

4. Establish protocol for field data collection

- Develop protocols for field data collection including:
 - Best practices for collecting data using GPS technologies.
 - Best practices for geotagging photos and integrating attribute information collected in the field using Collector for ArcGIS application
 - Best practices for integration into ArcGIS Desktop or ArcGIS Online platforms.
- Provide staff training on field data collection protocols via webinar and documentation.

Task B. GIS Analysis

1. Create analysis for parcel prioritization

- In coordination with PDR Program staff, create a GIS-based multi-criteria decision analysis, (also called a suitability analysis), to identify priority parcels within Whatcom County, using criteria identified in PDR Program Guidelines in addition to other criteria identified by staff.
- Identify key data and prioritize its importance as it pertains to the goals of the PDR program.
- Assign ranked priority values to parcels based on spatial coincidence with each of the key priority factors.
- Use appropriate ArcGIS extensions as necessary, including spatial analyst, to complete the parcel prioritization analysis.
- Use ModelBuilder to create a transparent and replicable suitability analysis.

- Provide GIS data that shows the priority areas found during analysis.
- 2. Document analysis techniques and create metadata**
- Document all communication, meetings and work performed during this project.
 - Provide documentation of the GIS analysis and any tools or models created for the analysis to enable others to re-create the analysis and arrive at similar results.
 - New data created as a part of this project will include FGDC compliant metadata

Task C. Maps & Outreach Materials

1. Create map books for regional priority areas

- Create regional priority maps by building a map book within ArcMap 10.7
 - The map book will allow for consistent and efficient creation of multiple maps throughout the jurisdiction.

The extent of the maps shall be defined by a grid system or customized areas defined in coordination with PDR Program Staff.

2. Develop an public outreach strategy

- Create an overview of preferred outreach, education and communication outcomes and populations reached by working with PDR Program Staff and PDR Oversight Committee

Potential outreach and educational materials produced as determined during public outreach strategy development process described above.

3. Create hard copy and digital materials for outreach/education–

- Develop public and policy maker communication materials including maps, infographics and other materials to present complex spatial, narrative and tabular data in a way that is understandable to a wide audience.

4. Create interactive/3D map(s) for outreach/education

- Develop ESRI Story Maps to reach out to the public with spatially-based and interactive information.
- Develop ArcGIS Online Web Mapping Application.
- Ensure mobile responsiveness with all electronic outreach materials.
- Develop 3D maps, as appropriate

5. Create other outreach materials

- Develop booklets, pamphlets, mailers, posters, newspaper advertisements, and newsletters.
- Develop additional branding

DELIVERABLES

Deliver the following products as a result of the successful completion of this project:

Draft & final reports.

A final report will be delivered that includes, at a minimum:

- A description of all data reviewed, collected, and created, including basic attributes about the data
- A description of all GIS extensions, Spatial Analyst tools, 3D visualization, and other

techniques used.

- A list of recommendations on how to continue stewarding the data and associated GIS tools.
- A user's guide of how to navigate and use data and analysis techniques for future staff.
- An overview of public outreach strategy and all outreach materials and strategies developed.

A draft report will be provided to PDR Program staff one month prior to the final deadline. This will give staff two weeks to review the document and two weeks to address any concerns found in the draft document.

Data, metadata and analysis tools.

- All GIS data, tabular data, metadata and spatial analysis tools will be delivered to PDR Program staff, including PDR Program Administrator and GIS specialist.

Data protocols and documentation of analysis techniques.

- These protocols will be documented in Microsoft Word and saved as a PDF when finalized. Both the .docx and .pdf will be delivered to PDR Program staff, including PDR Program Administrator and GIS specialist.

Files containing maps and outreach materials.

- The ArcMap document(s) containing the settings and layout for the regional priority areas map book will be delivered to PDR Program staff. All Adobe Illustrator, Photoshop, and/or InDesign files used to create map and outreach materials will be also delivered to PDR Program staff.

QUALITY CONTROL

- **GIS staff are certified GIS Professionals ("GISP"):** Our GIS staff members are certified GISPs, which means they have achieved a high level of competence in their field and have a strong commitment to acting ethically with GIS techniques, maps and data.
- **Metadata and documentation:** Our staff documents all communications and work performed for clients. This eliminates confusion about both why and how tasks were completed. This also includes creating FGDC compliant metadata for any data or tools we deliver to our clients.
- **Pre-delivery Quality Assurance:** Prior to any map, analysis result or outreach material being delivered to the client, a second UPGIS staff member will review all materials. This is a final check to ensure all products meet the high standards set by UPGIS.
- **Security:** All data that UP maintains for its clients is managed, processed, and stored in a secure environment (e.g., lockable computer systems with passwords, firewall system in place, power surge protection, virus/malicious intruder protection) and by controlling access to digital files with encryption and/or password protection. UP maintains strict confidentiality and security of data. Raw data will never be released to a third-party without consent from data source or the client. All software used by UPGIS is updated regularly to ensure the latest software versions and security protocols are being used.

EXHIBIT B - Budget

GIS Mapping, Analysis, and Outreach Materials Development for PDR Program

As consideration for services provided in Exhibit A, Scope of work, the County agrees to compensate the Contractor according to the hourly rates provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at the current IRS rate
- Rental cars not to exceed mid-size (standard) rates
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for location services are provided, per person
- Reimbursement for air travel will be at coach rates
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost

Contractor Hourly Rates:

- Work conducted by GIS and Design Associate, Kate Lenzer shall be billed at \$80.00/hour inclusive.
- Work conducted by Director, Michael Scisco shall be billed at \$100.00/hour inclusive.

PROJECT BUDGET		Lenzer	Scisco	Estimated
	Rate	\$80	\$100	Budget
Task A. GIS Data		<u>Estimated Hours</u>		
1.	Inventory existing GIS data & identify gaps in GIS data	16		\$1,280
2.	Collect GIS data, including building upon Ag-Watershed Project	80		\$6,400
3.	Establish protocols for data management & data updates	8		\$640
4.	Establish protocol for field data collection	8		\$640
Task B. GIS Analysis				
1.	Create analysis for parcel prioritization	120		\$9,600
2.	Document analysis techniques and create metadata	8		\$640
Task C. Maps & Outreach Materials				
1.	Create map books for regional priority areas	40		\$3,200
2.	Develop an public outreach strategy		20	\$2,000
3.	Create hard copy and digital materials for outreach/education	40		\$3,200
4.	Create interactive/3D map(s) for outreach/education	80		\$6,400
5.	Create other outreach materials		60	\$6,000
Total Labor				\$40,000
Travel and Reimbursable Expenses				\$3,000
Total Contract - Not to Exceed				\$43,000

The Contractor shall invoice County at the beginning of each calendar month for services rendered in arrears for the previous calendar month. County shall pay all invoices within 30 days of receipt. Contractor shall provide to County a line item summary in table format of hours

worked; date worked; hourly rate; name of employee; brief description of work based on the Scope of Work; and subtotal and total amounts due that shall accompany each invoice. Expense reimbursement request must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after completion date of contract, unless otherwise agreed upon in writing, will be at contractor's expense.

Contractor is not responsible for any physical reproduction of any materials, information, data or other products or deliverables associated with this Agreement. If Contractor is required and approved by County to purchase any subscriptions, data, services, software, hardware or other materials, County shall reimburse Contractor for said purchases. If Contractor is required and approved by County to travel under the terms of this Agreement, County shall compensate Contractor as described above.



EXHIBIT C - Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2019

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 Herring & Bickers Insurance Agency 2344 Operations Drive Suite 101 Durham NC 27705		CONTACT NAME: Chrissy Andrews PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No): (919)479-1868	
INSURED Unique Places LLC P O Box 52357 Durham NC 27717		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co. NAIC # 000000 INSURER B: Erie Insurance Exchange 26271 INSURER C: INSURER D: First Benefits Ins Mutual INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PPK1792395	03/17/2019	03/17/2020	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNE AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> SCHEDULE AUTOS <input checked="" type="checkbox"/> NON-OWNE AUTOS	N	N	Q01-2530595	01/25/2019	01/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	WC8055	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 100000
	Forrester's E&O						Included in above GL limit	

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

Certificate holder is additional insured when agreed to in writing.

CERTIFICATE HOLDER**CANCELLATION**

Whatcom County 5280 Northwest Drive Bellingham WA 98226	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 
---	---

Fax: Email:

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WHATCOM COUNTY
Planning & Development
Services
5280 Northwest Drive
Bellingham WA 98226
360-778-5900



Mark Personius, AICP
Director

MEMORANDUM

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

FROM: Chris Elder, PDR Program Administrator

RE: Contract for GIS Mapping, Analysis, and Outreach Materials
Development for Purchase of Development Rights Program

DATE: May 22, 2019

Enclosed are two (2) originals of **GIS Mapping, Analysis, and Outreach Materials Development for PDR Program** between Whatcom County and Unique Places, LLC for your review and signature.

▪ **Background and Purpose**

This contract will support the Purchase of Development Rights (PDR) Program to improve GIS mapping and analysis and will support development of outreach materials to achieve PDR Program goals.

▪ **Funding Amount and Source**

This contract is for a maximum of \$43,000 from the Conservation Futures Fund.

▪ **Differences from Previous Contract**

n/a

Please contact Chris Elder at extension 5932, if you have any questions or concerns regarding the terms of this agreement,

Encl. Contract for Services Agreement



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-330

File ID:	AB2019-330	Version:	1	Status:	Agenda Ready
File Created:	05/23/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: GIsaac@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a 2 year agreement between Whatcom County and West Publishing for online database and software subscriptions

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Westlaw Cover Memo.pdf, Westlaw Publications Agreement.pdf, Westlaw Sole Source.pdf

Final Action:
Enactment Date:
Enactment #:

TO: Jack Louws, County Executive
FROM: Gayle Isaac, Law Library Operations
RE: West subscription contract for the Law Library
DATE: May 22nd, 2019

Enclosed is the new contract between the Whatcom County Law Library and West Publishing for your review and approval. This contract replaces the previously signed contract from March 2018 and includes two additional licenses as discussed when preparing for the Law Library Relocation Project. No additional funds are being requested.

Background and Purpose

This is a two-year sole source subscription contract with West Publications for online database subscriptions. This contract is based on approved budget allowances from the 2019-2020 budget for the Law Library. The Sole Source Approval letter is attached. The contract expires two years from the date of signing.

Funding Amount and Source

The funding amount is \$4,338 per month or \$52,056 annually, with a 2 percent increase cap in Year 2. The source of funding is generated by the Law Library's statutory allotment from the number of Civil Court filings in Superior Court and District Court and the local Bar Association donations via the general fund.

Differences from Previous Contract

This contract adds two additional software licenses for Westlaw **online only** and is a **two-year** agreement so as to better coincide with the contract for print subscriptions which expires on March 28, 2021.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Law Library
Division/Program: (i.e. Dept. Division and Program)	Law Library
Contract or Grant Administrator:	Gayle Isaac
Contractor's / Agency Name:	West Publishing

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

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

Does contract require Council Approval? Yes No If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

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

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: 2630

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.

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>105,156.</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance. 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.
--	--

Subscription Contract with West Publications for online database subscriptions. This contract adds two additional on line software subscriptions.

Term of Contract: _____ Expiration Date: 3-28-21

Contract Routing:	1. Prepared by: Gayle Isaac	Date: 5/22/19
	2. Attorney signoff: <u>[Signature]</u>	Date: <u>5/23/19</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>5/23/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

AB 2019-330



THOMSON REUTERS

Order Form

Order ID: Q-00325714

Contact your representative eddie.repanich@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1003199172
WHATCOM COUNTY LAW LIBRARY
PATRON ACCESS COURTHOUSE
311 GRAND AVE STE B3
BELLINGHAM WA 98225-4038 US

Shipping Address

Account #: 1003199172
WHATCOM COUNTY LAW LIBRARY
PATRON ACCESS COURTHOUSE
311 GRAND AVE STE B3
BELLINGHAM WA 98225-4038 US

Billing Address

Account #: 1003199172
WHATCOM COUNTY LAW LIBRARY
PATRON ACCESS COURTHOUSE
311 GRAND AVE STE B3
BELLINGHAM, WA 98225-4038 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$4,337.72	24	2%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$2,539.66	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

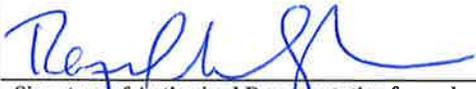
- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-00325714



Signature of Authorized Representative for order

Judge, Superior Court

Title

RAQUEL MONTOYA-LEWIS

Printed Name

MAY 22, 2019

Date

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This Order Form will expire and will not be accepted after 7/2/2019.

APPROVED FOR WHATCOM COUNTY:

Jack Louws
County Executive

(DATE)



THOMSON REUTERS

Attachment

Order ID: Q-00325714

Contact your representative eddie.repanich@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1003199172

Order Confirmation Contact (#28)

Contact Name: GAYLE ISAAC
Email: gisaac@co.whatcom.wa.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003199172	WHATCOM COUNTY LAW LIBRARY	311 GRAND AVE STE B3 BELLINGHAM WA 98225-4038 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
5	Seats	42115635	Pat Acc - Analytical Plus for Patron Access
5	Seats	42115619	Pat Acc - National Reporter Images for Patron Access
5	Seats	42115621	Pat Acc - National Core for Patron Access
5	Seats	42115623	Pat Acc - Litigation for Patron Access

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
GAYLE	ISAAC	gisaac@co.whatcom.wa.us	EML PSWD CONTACT
GAYLE	ISAAC	gisaac@co.whatcom.wa.us	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Jack Louws
County Executive

TO: Brad Bennett, Finance Manager
FROM: Gayle Isaac, Law Library Operations
RE: Sole source designation for West subscription
DATE: May 23, 2019

Attached please find a two-year new contract for the Law Library's West subscription, along with a cover letter for Executive Louws with details on funding sources and differences from the previous contract.

West was previously designated as a sole source provider at the time of our contract renewal in 2015 and again at the time of the contract renewal in 2018. This designation would still apply for the same reasons previously cited. West Publishing, which is a division of Thomson Reuters, Inc. a Canadian corporation, has been designated as a sole source provider for web-based, legal research since June of 2004. By way of background information, West is considered the foremost provider of integrated information solutions to the U.S. legal market and has been doing so for more than 137 years. While there are other on-line research tools, West is the only company that can provide the treatises/series that are critical to our legal practice. The following is a partial list of the exclusive (proprietary) content we have access to through our current subscriber agreement: Washington Practice, Annotated Revised Code of Washington, Washington Digest, Pacific Reporter and McQuillin Municipal Corporations.

We request that West again be designated a sole source provider because these databases and hardcopy sources are only available from West.

Thank you.

Approved: _____


Brad Bennett, Finance Manager



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-311

File ID:	AB2019-311	Version:	1	Status:	Agenda Ready
File Created:	05/17/2019	Entered by:	ESchlehu@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Bid Award		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award Bid #19-37 and enter into a subsequent contract between Whatcom County and Herron Valley, Inc. DBA Bayside Services, for the annual street sweeping and cleaning services of the Lake Whatcom and Lake Samish watershed areas, in the amount of \$75,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Bid Award #19-37

Final Action:
Enactment Date:
Enactment #:



Jon Hutchings
Director

MEMORANDUM

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

Through: Jon Hutchings, Public Works Director

From: Andy Bowler, Public Works Maintenance and Operations Superintendent

Date: May 15, 2019

Re: Bid #19-37, Street Sweeping and Cleaning Service

▪ **Requested Action**

I am requesting Executive and Council approval to award the bid and enter into a subsequent contract for the period of July 1, 2019 through June 30, 2020 for Street Sweeping and Cleaning Services to Herron Valley, Inc. (DBA, and hereafter referred to as, Bayside Services), not to exceed the amount of \$75,000.00.

▪ **Background and Purpose**

Bids were duly advertised and submitted for the purposes of providing for the annual street sweeping and cleaning service of the Lake Whatcom and Lake Samish watershed area. Public Works Maintenance and Operations Division contracts out this service using a regenerative air sweeper for roads located in the Lake Whatcom and Lake Samish watershed area. Additionally, street sweeping and cleaning services of certain roads designated in the Lake Whatcom watershed are to be conducted twice-a-month during the months of October and November. Two bid responses were received Tuesday, May 14, 2019. The subsequent original contract agreement provides the option of extending the street sweeping and cleaning service for up to three (3) annual renewals (for a period of one year each) for a total of four years on this contract. This, if approved, is the first year on these contracts.

▪ **Funding Amount and Source**

The subsequent contract will be in the amount of \$75,000.00. These are regularly budgeted expenditures for service, which is used on an annual basis along with estimated costs associated with on-call emergency services as needed and has been budgeted during the 2019-2020 Budget process in the Road fund.

ANNUAL EXPENDITURE FOR STREET SWEEPING AND CLEANING SERVICES				
YEAR	2015	2016	2017	2018
ANNUAL COST	\$ 37,763	\$ 71,250	\$ 71,250	\$ 66,483

Based on prior and estimated usage it is anticipated total expenditures will be \$75,000.00 and therefore requires Whatcom County Council approval.

▪ **Differences from Previous Contract**

This contract will be July 1, 2019 to June 30, 2020, with three one-year annual renewals, for a total amount of \$75,000 for this first year term. The price is not subject for change under each subsequent renewal.

▪ **Recommended Action**

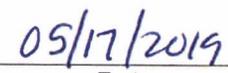
Please approve this award and forward to the Executive and the Whatcom County Council for approval at the June 4, 2019 Whatcom County Council Meeting. Please contact Andy Bowler at extension 6417, if you have any questions or concerns.

Enclosures

In Accordance with WCC 3.08.030, I concur with this recommendation.



Sara Winger, Purchasing Coordinator



Date



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2019-324**

File ID:	AB2019-324	Version:	1	Status:	Agenda Ready
File Created:	05/22/2019	Entered by:	skorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Quarterly report from Whatcom County Public Works

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works Director Jon Hutchings will present his quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-323

File ID:	AB2019-323	Version:	1	Status:	Agenda Ready
File Created:	05/22/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Presentation		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Public Works staff to present a brief presentation about the East Smith Road and Hannegan Road intersection improvements

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2019-021**

File ID:	AB2019-021	Version:	1	Status:	Public Testimony Received
File Created:	12/27/2018	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to: Council Public Works & Health Committee					
Agenda Date:	06/04/2019	Next Mtg. Date:	03/26/2019	Hearing Date:	03/12/2019

TITLE FOR AGENDA ITEM:

Ordinance granting Deer Creek Water Association a franchise and the right, privilege, and authority thereunder to located, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of water services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/15/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council
03/12/2019	Council	HEARD PUBLIC TESTIMONY	

Attachments: Memo dated 12/27/18, Ordinance, Application for franchise, Maps-Deer Creek

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

FROM: Andrew Hester, Public Works Real Estate Coordinator *AH*

RE: Franchise for Deer Creek Water Association

DATE: December 27, 2018

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Deer Creek Water Association, allowing it to use and be present in County Rights of Way in order to provide water services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Deer Creek Water Association has an existing franchise for its water lines and facilities within County rights of way. This proposed franchise will terminate and replace that existing agreement.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____
PROPOSED BY: Executive
INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING DEER CREEK WATER ASSOCIATION A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Deer Creek Water Association (hereinafter referred to as "Deer Creek Water"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Deer Creek Water has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous fifty-year franchise ordinance, adopted by the County Council on May 31, 1978 and approved by the County Executive;

WHEREAS, Deer Creek Water seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Deer Creek Water has come on regularly to be heard by the County Council on the ____ day of _____, 2019, and notice of this hearing having been duly published on the ____ day of _____, 2019, and the ____ day of _____, 2019, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

WHEREAS, Whatcom County and Deer Creek Water intend that the previous franchises granted to Deer Creek Water that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Deer Creek Water, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Deer Creek Water" means Deer Creek Water Association, and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, and county property now owned or hereafter dedicated to the County within the boundaries of Township 38 North, Range 2 East; Township 38 North, Range 3 East; Township 39 North, Range 2 East; and Township 39 North, Range 3 East in Whatcom County, Washington or as may hereafter be amended and attached hereto.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Deer Creek Water facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Deer Creek Water a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Deer Creek Water's Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Deer Creek Water may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Deer Creek Water proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Deer Creek Water which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Deer Creek Water shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Deer Creek Water by such County codes and ordinances.

4.2 Deer Creek Water's existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Deer Creek Water which shall, at its own expense, act promptly to rectify the

problem in consultation with the County. Deer Creek Water shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Deer Creek Water by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Deer Creek Water shall have preference as to the positioning and location of such utilities so installed with respect to Deer Creek Water. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Deer Creek Water shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Deer Creek Water's Facilities.

4.4 The locating, laying, construction, operation and maintenance of Deer Creek Water's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Deer Creek Water's Facilities, provided that Deer Creek Water and the County shall first check with the locator service to determine whether or not any of Deer Creek Water's lines are located in the proposed work area. Upon finding from the locator service that Deer Creek Water does have lines located within the proposed work area, the County shall provide Deer Creek Water with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Deer Creek Water may protect its Facilities. Failure of Deer Creek Water to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Deer Creek Water the otherwise-required advance notice of proposed work.

4.5 Deer Creek Water shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Deer Creek Water shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Deer Creek Water fails to comply with this provision, and by its failure, property is damaged, then Deer Creek Water shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards

shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Deer Creek Water shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Deer Creek Water first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Deer Creek Water. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Deer Creek Water shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Deer Creek Water's Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Deer Creek Water shall be governed by and conform to the general rules adopted by the County Engineer; and Deer Creek Water at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Deer Creek Water shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Deer Creek Water or its agents in a condition dangerous to life or property, and Deer Creek Water upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Deer Creek Water and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Deer Creek Water that necessitates immediate repair by the County or its agents on an emergency basis where notice to Deer Creek Water or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Deer Creek Water.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Deer Creek Water shall reasonably conform to the standards and specifications established by the County Engineer. Deer Creek Water shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Deer Creek Water under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Deer Creek Water shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Deer Creek Water shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Deer Creek Water shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Deer Creek Water.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Deer Creek Water shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Deer Creek Water's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Deer Creek Water. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Deer Creek Water shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Deer Creek Water shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Deer Creek Water, such relocation or adjustment of Deer Creek Water's Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Deer Creek Water may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Deer Creek Water of such alternatives in writing, the County shall evaluate such alternatives and shall advise Deer Creek Water in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Deer Creek Water's

Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Deer Creek Water full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Deer Creek Water shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Deer Creek Water from future relocation or adjustment of Deer Creek Water's Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Deer Creek Water's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Deer Creek Water's Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Deer Creek Water, at a time and upon terms acceptable to Deer Creek Water, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Deer Creek Water in the relocation of Deer Creek Water's Facilities; and

6.3.2 Indemnify and save Deer Creek Water harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Deer Creek Water's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Deer Creek Water's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Deer Creek Water's Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Deer Creek Water or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Deer Creek Water's Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Deer Creek Water in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Deer Creek Water shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Deer Creek Water in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Deer Creek Water agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Deer Creek Water being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Deer Creek Water exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Deer Creek Water, and shall not include other off-site improvements that may be performed at the

same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to pay to Deer Creek Water all relocation costs and expenses in excess of the portion borne by Deer Creek Water under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Deer Creek Water shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Deer Creek Water shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Deer Creek Water to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Deer Creek Water shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Deer Creek Water, its agents, servants or employees in exercising the rights granted to Deer Creek Water in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Deer Creek Water thereof, and Deer Creek Water shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Deer Creek Water thereof, and Deer Creek Water shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Deer Creek Water and the County, Deer Creek Water and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Deer Creek Water shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Deer Creek Water's failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Deer Creek Water at the time of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Deer Creek Water proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Deer Creek Water shall notify the County of the same and the County shall have the option, with the concurrence of Deer Creek Water, to acquire in place of such Deer Creek Water proposed easements, additional public rights-of-way or equivalent public utility easements for use by Deer Creek Water. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Deer Creek Water's use of such public utility easements shall be subject to the terms and conditions of such public utility easements. Provided the above section does not apply to Deer Creek Water's customer service lines and only to easements related to new transmission water pipelines.¹

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Deer Creek Water, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Deer Creek Water allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Deer Creek Water from exercising its powers of eminent domain. Should Deer Creek Water notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Deer Creek Water, reserve an easement to Deer Creek Water for Deer Creek Water's Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Deer Creek Water for the temporary adjustment of Deer Creek Water's Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such

¹ A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

arrangements, upon terms and conditions acceptable to Deer Creek Water, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Deer Creek Water shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Deer Creek Water and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Deer Creek Water shall have no rights under this Franchise nor shall Deer Creek Water be bound by the terms and conditions of this Franchise unless Deer Creek Water shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Deer Creek Water not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Deer Creek Water shall be deemed to have rejected the same. In case of Deer Creek Water's tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 The existing franchise between the Parties pertaining to the same subject matter, i.e., Deer Creek Water's Facilities, which was granted by the County and accepted by Deer Creek Water on May 31, 1978, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

13.3 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Deer Creek Water may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Deer Creek Water, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Deer Creek Water is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Deer Creek Water any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Deer Creek Water, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Deer Creek Water: Business Manager
Deer Creek Water Association
PO Box 30230
Bellingham, WA 98228

or to such other address as the foregoing parties hereto may from time-to-time designate in

writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Deer Creek Water shall keep in effect, a liability insurance policy covering all liability of Deer Creek Water to the County, including any assumed by contract between Deer Creek Water and any other party, with limits at least in the amount of \$1,000,000. In lieu of the insurance requirement of this Section, Deer Creek Water may self-insure against such risks. At the time of Deer Creek Water's acceptance of this Franchise and otherwise upon the County's request, Deer Creek Water shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Deer Creek Water shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Deer Creek Water's forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Deer Creek Water cannot be corrected with due diligence within said sixty (60) day period (Deer Creek Water's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Deer Creek Water may so comply shall be extended for such time as may be reasonably necessary and so long as Deer Creek Water commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having

been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2019.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Deer Creek Water Association

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

water mains

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

all roads and rights-of-way within or adjacent to our DOH and Whatcom Co. approved Service Area, as now or in the future, configured.

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 29 Dec 2016

Deer Creek Water Association

Company Name

PO Box 30230

Mailing Address

Bellingham WA 98226

City State Zip

360.820.4314

Phone Number

Douglas Wittinger

Signature of authorized agent/owner

Douglas Wittinger

Print or type name

its Business Manager

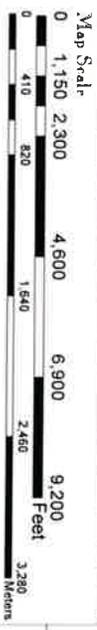
Deer Creek Water Association - (18418-E) Member Parcels and Service Area - February 2012

- Legend**
- DCWA Member Parcels (18418-E)
 - DCWA Deductible Service Area (18418-E)

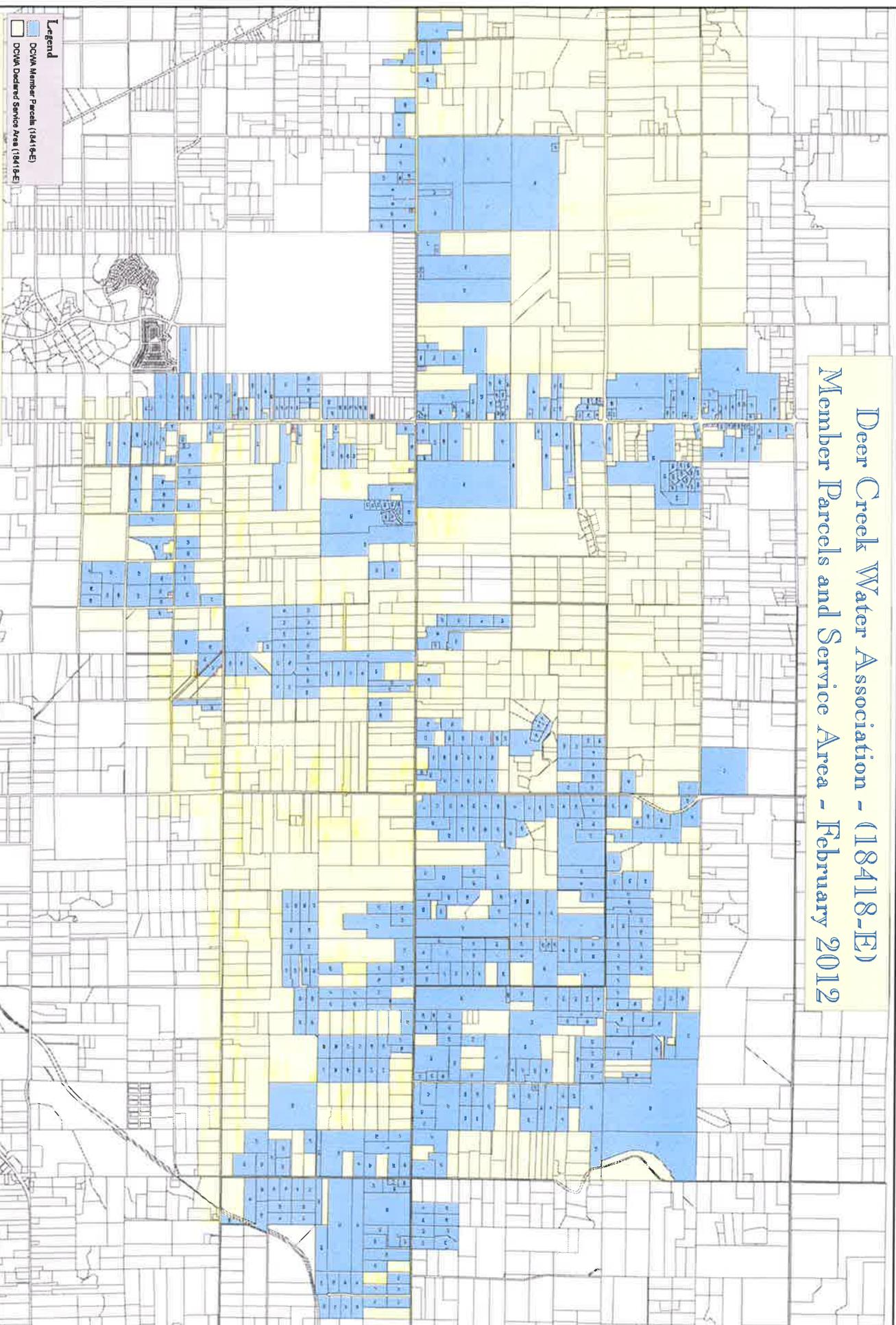
Disclaimer

This map was created to reflect subject Mapping and updated assessor parcel data as of January 25, 2012. The publisher, Deer Creek Water Association, Tom Shoben and Computational Services Inc., disclaims any warranty of fitness or accuracy of the data. The map is appropriate in nature, based upon combination of data from multiple sources and should not be relied upon or referenced in engineering analysis. The user of this map acknowledges its limitations and assumes all risk of any errors or omissions. The publisher disclaims any liability for any damages that may result from the use of this map. This map is subject to change without notice.

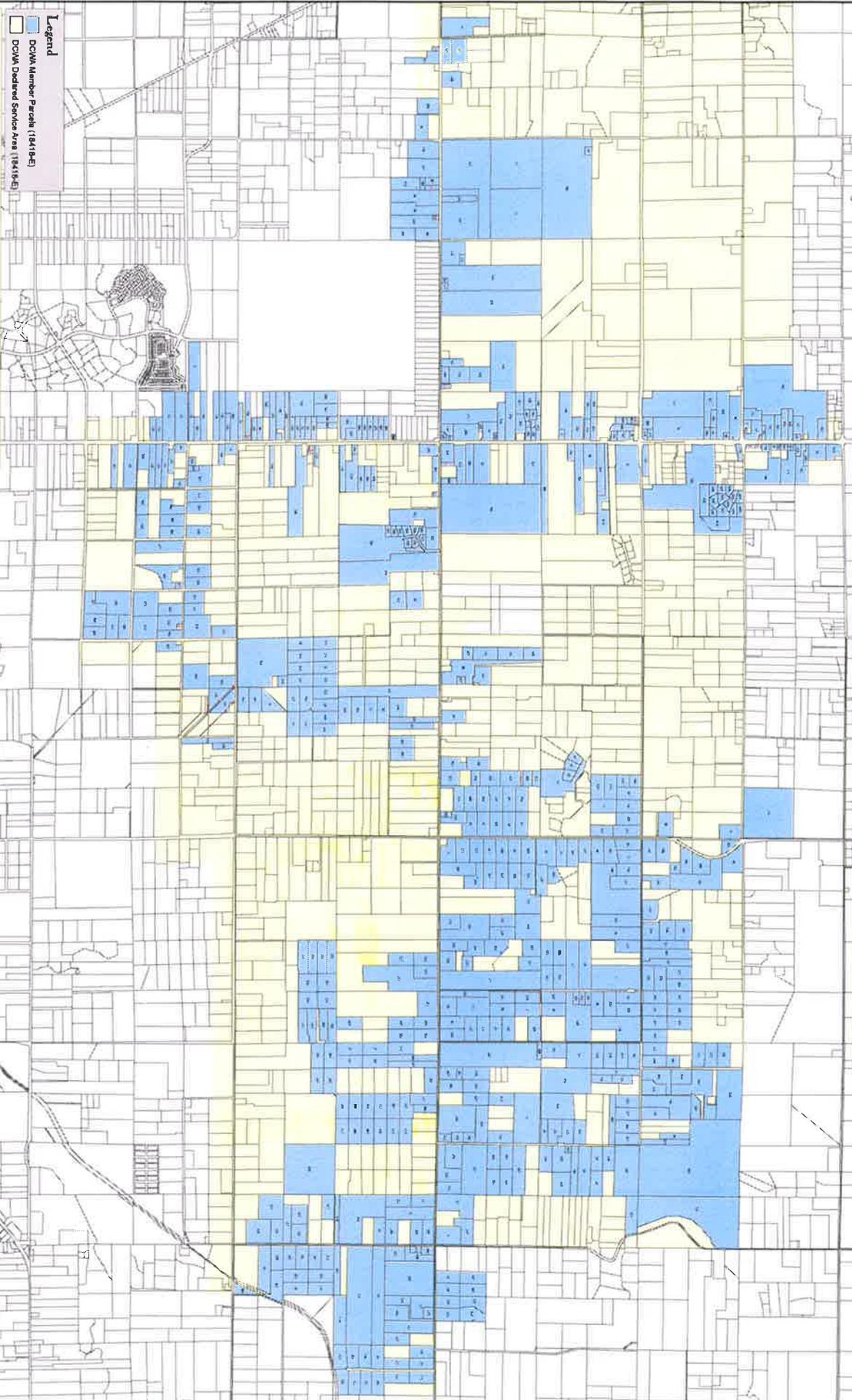
Copyrights of Deer Creek Water Association TRS



Coordinates: Spheroid: NAD 1983 Spheroid: Washington North FIPS 4801
Datum: North American 1883
Scale: 1:400,000
False Easting: 1,400,000
False Northing: 1,000,000
Central Meridian: -120.000
Standard Parallel 1: 47.500
Standard Parallel 2: 47.500
Latitude Of Origin: 47.500
Units: Feet US



Deer Creek Water Association - (18418-E) Member Parcels and Service Area - February 2012

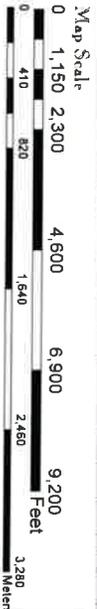


Legend

- DCWA Member Parcel (18418-E)
- DCWA Declared Service Area (18418-E)

Disclaimer

This map was created to reflect current membership and updated member parcel data on January 26, 2012. The publisher, Deer Creek Water Association, Tim Johnson and Contributor Services Inc. disclaim any warranty of fitness or accuracy of the data. The map is approximate in nature, based upon compilation of data from multiple sources and should not be relied upon or referenced in legal documents. The map is not intended to be used for any other purpose. The publisher disclaims any liability for any damages that may result from the use of this map. The map is subject to change without notice.
Contributors of Deer Creek Water Association TRS



Coordinate System: NAD 83 StatePlane Washington North FIPS 4801
 Projection: Conic Equal Area
 Datum: North American 1983
 False Easting: 1,660,416.687
 False Northing: 1,660,416.687
 Central Meridian: -120.0000
 Standard Parallel 1: 47.5000
 Standard Parallel 2: 48.2233
 Natural Frequency: 0.9999
 Units: Feet US





Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-167

File ID:	AB2019-167	Version:	1	Status:	Referred
File Created:	03/07/2019	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	06/04/2019	Next Mtg. Date:	05/07/2019	Hearing Date:	05/07/2019
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TITLE FOR AGENDA ITEM:

Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of water services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/26/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council
05/07/2019	Council	HELD IN COUNCIL	Council

Attachments: Memo, Ordinance, Notice of Hearing 5.7.19

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

THROUGH: Jon Hutchings, Director AH

FROM: Andrew Hester, Public Works Real Estate Coordinator AH

RE: Franchise for Glenhaven Lakes Club Inc.

DATE: March 7, 2019

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Glenhaven Lakes Club Inc., allowing it to use and be present in County Rights of Way in order to provide water services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Glenhaven Lakes Club Inc. has an existing franchise for its water lines and facilities within County rights of way. This proposed franchise will terminate and replace that existing agreement.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____

PROPOSED BY: Executive

INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING GLENHAVEN LAKES CLUB INC. A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Glenhaven Lakes Club Inc. (hereinafter referred to as "Glenhaven Lakes"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Glenhaven Lakes has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous twenty five-year franchise ordinance, adopted by the County Council on October 5, 1993 and approved by the County Executive;

WHEREAS, Glenhaven Lakes seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Glenhaven Lakes has come on regularly to be heard by the County Council on the ___ day of _____, 2019, and notice of this hearing having been duly published on the _____ day of _____, 2019, and the ___ day of _____, 2019, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

WHEREAS, Whatcom County and Glenhaven Lakes intend that the previous franchises granted to Glenhaven Lakes that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Glenhaven Lakes, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Glenhaven Lakes" means Glenhaven Lakes Club, Inc., and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, county property, and platted right of way as dedicated within the following plats: Glenhaven Lakes, according to the plat thereof, recorded in Volume 9 of Plats, Pages 35 and 36; Glenhaven Lakes Division Number 2, according to the plat thereof, recorded in Volume 9, Pages 39 and 40; Glenhaven Lakes Division Number 3, according to the plat thereof, recorded in Volume 9 of Plats, Pages 47 and 48; Glenhaven Lakes Division Number 4, according to the plat thereof, recorded in Volume 9, Pages 51 and 52; Glenhaven Lakes Division Number 5, according to the plat thereof, recorded in Volume 9, Pages 55, 56, and 57; Glenhaven Lakes Division Number 6, according to the plat thereof, recorded in Volume 9, Pages 62 and 63; Glenhaven Lakes Division Number 7, according to the plat thereof, recorded in Volume 9, Pages 66 and 67; Glenhaven Lakes Division Number 8, according to the plat thereof, recorded in Volume 9, Pages 69 and 70; Glenhaven Lakes Division Number 9, according to the plat thereof, recorded in Volume 9, Pages 73 and 74; Glenhaven Lakes Division Number 10, according to the plat thereof, recorded in Volume 9, Pages 77 and 78; Glenhaven Lakes Division Number 11, according to the plat thereof, recorded in Volume 9, Pages 83 and 84; Glenhaven Lakes Division Number 12, according to the plat thereof, recorded in Volume 9, Pages 80 and 81; Situate in Whatcom County, Washington. Plat maps Exhibits A through M inclusive.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space

along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Glenhaven Lakes facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Glenhaven Lakes a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Glenhaven Lakes' Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Glenhaven Lakes may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Glenhaven Lakes proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Glenhaven Lakes which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Glenhaven Lakes shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Glenhaven Lakes by such County codes and

ordinances.

4.2 Glenhaven Lakes' existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Glenhaven Lakes which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Glenhaven Lakes shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Glenhaven Lakes by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Glenhaven Lakes shall have preference as to the positioning and location of such utilities so installed with respect to Glenhaven Lakes. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Glenhaven Lakes shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Glenhaven Lakes' Facilities.

4.4 The locating, laying, construction, operation and maintenance of Glenhaven Lakes' Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road-work contiguous to Glenhaven Lakes' Facilities, provided that Glenhaven Lakes and the County shall first check with the locator service to determine whether or not any of Glenhaven Lakes' lines are located in the proposed work area. Upon finding from the locator service that Glenhaven Lakes does have lines located within the proposed work area, the County shall provide Glenhaven Lakes with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Glenhaven Lakes may protect its Facilities. Failure of Glenhaven Lakes to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Glenhaven Lakes the otherwise-required advance notice of proposed work.

4.5 Glenhaven Lakes shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Glenhaven Lakes shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Glenhaven Lakes fails to comply with this provision, and by its failure, property is damaged, then Glenhaven Lakes shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Glenhaven Lakes shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Glenhaven Lakes first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Glenhaven Lakes. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Glenhaven Lakes shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Glenhaven Lakes' Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Glenhaven Lakes shall be governed by and conform to the general rules adopted by the County Engineer; and Glenhaven Lakes at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Glenhaven Lakes shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Glenhaven Lakes or its agents in a condition dangerous to life or property, and Glenhaven Lakes upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Glenhaven Lakes and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused

by Glenhaven Lakes that necessitates immediate repair by the County or its agents on an emergency basis where notice to Glenhaven Lakes or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Glenhaven Lakes.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Glenhaven Lakes shall reasonably conform to the standards and specifications established by the County Engineer. Glenhaven Lakes shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Glenhaven Lakes under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Glenhaven Lakes shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Glenhaven Lakes shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Glenhaven Lakes shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Glenhaven Lakes.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Glenhaven Lakes shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Glenhaven Lakes' operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Glenhaven Lakes. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Glenhaven Lakes shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Glenhaven Lakes shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Glenhaven Lakes, such relocation or adjustment of Glenhaven Lakes' Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Glenhaven Lakes may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Glenhaven Lakes of such alternatives in writing, the County shall evaluate such alternatives and shall advise Glenhaven Lakes in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Glenhaven Lakes' Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Glenhaven Lakes full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Glenhaven Lakes shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Glenhaven Lakes from future relocation or adjustment of Glenhaven Lakes' Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Glenhaven Lakes' Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Glenhaven Lakes' Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Glenhaven Lakes shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Glenhaven Lakes, at a time and upon terms acceptable to Glenhaven Lakes, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Glenhaven Lakes in the relocation of Glenhaven Lakes' Facilities; and

6.3.2 Indemnify and save Glenhaven Lakes harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Glenhaven Lakes' Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Glenhaven Lakes' Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Glenhaven Lakes' Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Glenhaven Lakes or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Glenhaven Lakes' Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Glenhaven Lakes in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Glenhaven Lakes shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Glenhaven Lakes in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Glenhaven Lakes agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne

by Glenhaven Lakes being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Glenhaven Lakes exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Glenhaven Lakes, and shall not include other off-site improvements that may be performed at the same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Glenhaven Lakes shall have the right as a condition of such relocation to require such person or entity to pay to Glenhaven Lakes all relocation costs and expenses in excess of the portion borne by Glenhaven Lakes under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Glenhaven Lakes shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Glenhaven Lakes shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Glenhaven Lakes to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Glenhaven Lakes shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Glenhaven Lakes, its agents, servants or employees in exercising the rights granted to Glenhaven Lakes in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Glenhaven Lakes thereof, and Glenhaven Lakes shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Glenhaven Lakes thereof, and Glenhaven Lakes shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Glenhaven Lakes and the County, Glenhaven Lakes and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Glenhaven Lakes shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Glenhaven Lakes' failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Glenhaven Lakes at the time

of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Glenhaven Lakes proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Glenhaven Lakes shall notify the County of the same and the County shall have the option, with the concurrence of Glenhaven Lakes, to acquire in place of such Glenhaven Lakes proposed easements, additional public rights-of-way or equivalent public utility easements for use by Glenhaven Lakes. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Glenhaven Lakes' use of such public utility easements shall be subject to the terms and conditions of such public utility easements. Provided the above section does not apply to Glenhaven Lakes' customer service lines and only to easements related to new transmission water pipelines.¹

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area. then the County Engineer may at his option and by giving thirty (30) days written notice to Glenhaven Lakes, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Glenhaven Lakes allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Glenhaven Lakes from exercising its powers of eminent domain. Should Glenhaven Lakes notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Glenhaven Lakes, reserve an easement to Glenhaven Lakes for Glenhaven Lakes' Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Glenhaven Lakes for the temporary

¹ A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

adjustment of Glenhaven Lakes' Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to Glenhaven Lakes, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Glenhaven Lakes shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Glenhaven Lakes and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Glenhaven Lakes shall have no rights under this Franchise nor shall Glenhaven Lakes be bound by the terms and conditions of this Franchise unless Glenhaven Lakes shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Glenhaven Lakes not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Glenhaven Lakes shall be deemed to have rejected the same. In case of Glenhaven Lakes' tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 The existing franchise between the Parties pertaining to the same subject matter, i.e., Glenhaven Lakes' Facilities, which was granted by the County and accepted by Glenhaven

Lakes on May 31, 1978, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

13.3 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Glenhaven Lakes may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Glenhaven Lakes, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Glenhaven Lakes is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Glenhaven Lakes any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or

condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Glenhaven Lakes, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Glenhaven Lakes: Office Manager
Glenhaven Lakes Club, Inc.
664 Rainbow Dr.
Sedro Woolley, WA 98284

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Glenhaven Lakes shall keep in effect, a liability insurance policy covering all liability of Glenhaven Lakes to the County, including any assumed by contract between Glenhaven Lakes and any other party, with limits at least in the amount of \$1,000,000. In lieu of the insurance requirement of this Section, Glenhaven Lakes may self-insure against such risks. At the time of Glenhaven Lakes' acceptance of this Franchise and otherwise upon the County's request, Glenhaven Lakes shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Glenhaven Lakes shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Glenhaven Lakes' forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Glenhaven Lakes cannot be corrected with due diligence within said sixty (60) day period (Glenhaven Lakes' obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Glenhaven Lakes may so comply shall be extended for such time as may be reasonably necessary and so long as Glenhaven Lakes commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less

than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2019.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

 3/14/19

Civil Deputy Prosecutor

Jack Louws, County Executive

EXHIBIT A

GLENHAVEN LAKES CLUB INC. FRANCHISE

Exhibits B through K are identified as follows:

Exhibit B	Plat Map of Glenhaven Lakes
Exhibit C	Plat Map of Glenhaven Lakes, Division Number 2
Exhibit D	Plat Map of Glenhaven Lakes, Division Number 3
Exhibit E	Plat Map of Glenhaven Lakes, Division Number 4
Exhibit F	Plat Map of Glenhaven Lakes, Division Number 5
Exhibit G	Plat Map of Glenhaven Lakes, Division Number 6
Exhibit H	Plat Map of Glenhaven Lakes, Division Number 7
Exhibit I	Plat Map of Glenhaven Lakes, Division Number 8
Exhibit J	Plat Map of Glenhaven Lakes, Division Number 9
Exhibit K	Plat Map of Glenhaven Lakes, Division Number 10
Exhibit L	Plat Map of Glenhaven Lakes, Division Number 11
Exhibit M	Plat Map of Glenhaven Lakes, Division Number 12

GLENHAVEN LAKES

DIVISION NUMBER 2
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON

EXHIBIT C

DESCRIPTION

I, Edward J. Faulstich DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 2, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 OF SEC. 32, T37N R4E, W. M. DESCRIBED AS FOLLOWS: BEGINNING AT THE N.E. CORNER OF THE PLAT OF GLENHAVEN LAKES AS FILED ON PAGES 35 & 36, VOL. 9 OF THE BOOK OF PLATS IN THE WHATCOM COUNTY AUDITORS OFFICE, AND THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 186 & 485 (CAIN LAKE ROAD); THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, RADIUS 5760.00 FT., CENTRAL ANGLE OF 8°-44'-30" A DISTANCE OF 119.24 FT.; THENCE N 3°-04'15" E A DISTANCE OF 1068.90 FT.; THENCE S88° 01' 25" W - 1492.51'; THENCE SOUTH 4° 54' 00" WEST A DISTANCE OF 1167.51' TO NORTH R/W OF GLENHAVEN DRIVE; THENCE S72°38'35"W-170.84'; THENCE N 88° 01' 25" E - 1333.50'; THENCE EASTERLY ALONG A CURVE TO THE LEFT, RADIUS 34.33', CENTRAL ANGLE OF 86°08' 20", A DISTANCE OF 5161 FT. TO THE TRUE POINT OF BEGINNING.

Edward J. Faulstich
REGISTERED PROFESSIONAL ENGINEER



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, SUCCESSORS IN INTEREST TO GENERAL BUILDING, INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, FEE SIMPLE OWNERS OF THE REMAINDER OF SAID LAND; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP-AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF February, 1963.

Wallace Winter
ALLAN THOMSON
FEE SIMPLE OWNER

Mattie Thomson
MATTIE THOMSON
FEE SIMPLE OWNER

GEORGE COBELENS, WALLACE WINTER
CARL MILLER AND HILDA MILLER,
FEE SIMPLE OWNERS

BY Richard J. Waters
RICHARD J. WATERS
ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
A. J. McMILLAN, MOKSHA W. SMITH,
A. J. HUTTON, JR. AND LAWRENCE
C. ANGELL, D. B. A. GLENHAVEN
LAKES

CONTRACT PURCHASERS
BY George Corning
GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

Delbert C. Cheverette & Partners See Vol 487 Page 58 March 27 1963
CIP # 1647517 R 114 P 1598 S 17-89
CIP # 9209810 vol 276 pg 535
ACKNOWLEDGEMENTS
CIP # 1580411 P 48 R 827 8-11-87
DIRC 165223 R 207 P 1353 5/16/84
CIP 163823 R 104 P 1353 5/16/84

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
Noel St. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM.



ENGINEERS APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 11th DAY OF MARCH, 1963.



[Signature]
ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 18th DAY OF MARCH, 1963.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 18th DAY OF MARCH, 1963.



[Signature]
CLERK OF THE BOARD

[Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURERS CERTIFICATE

I, George Corning, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 18th DAY OF MARCH, 1963.



[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF George Corning ON THIS 18th DAY OF MARCH, 1963. AT 12 MINUTES PAST 11 A M AND RECORDED IN VOLUME 9 OF PLATS, PAGE 39440 OF THE RECORDS OF SAID COUNTY.



[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

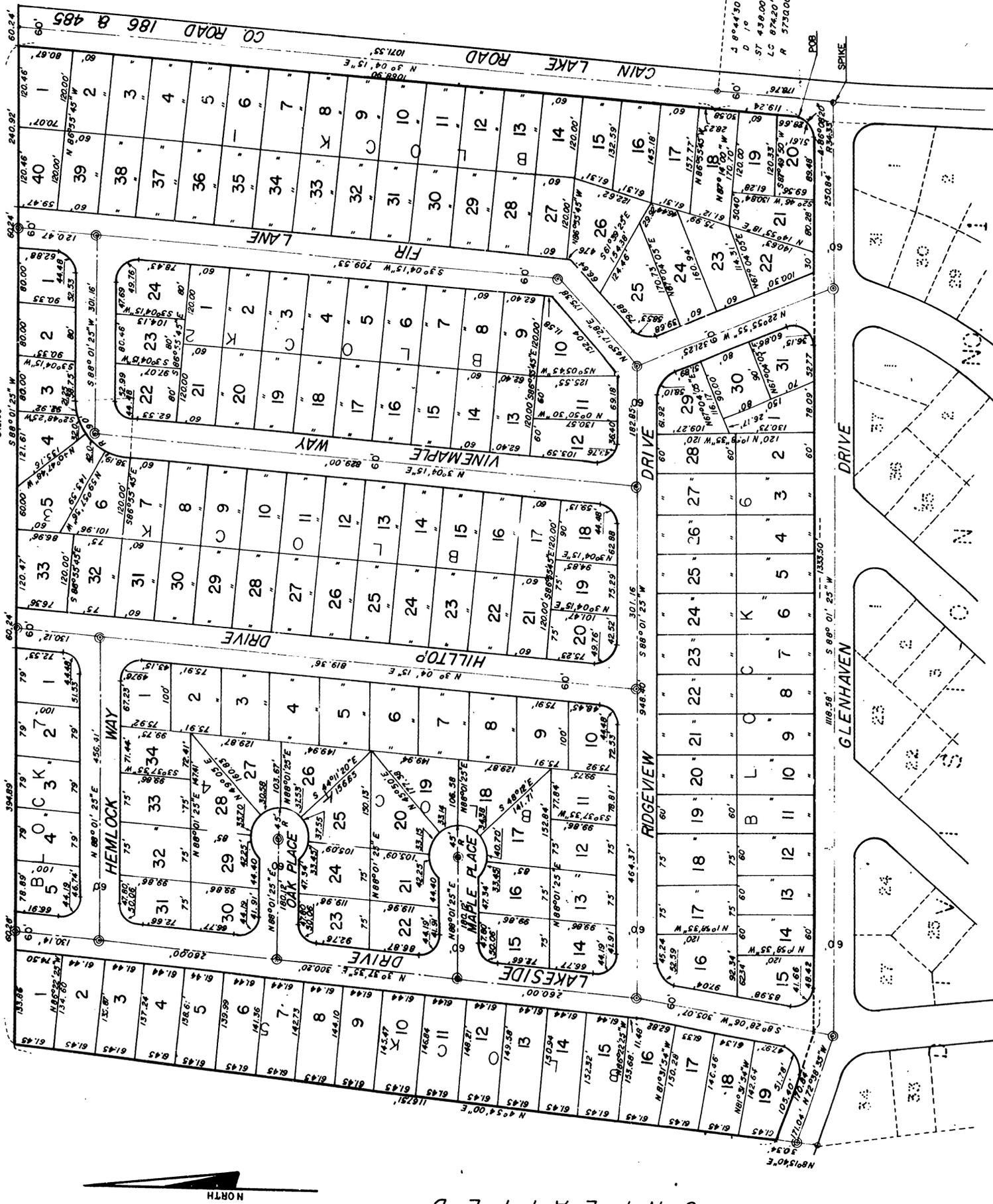
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
Noel St. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM.



GLENHAVEN LAKES

DIVISION NUMBER 2
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON
SCALE 1" = 100'

- U N P L A T T E D -



- U N P L A T T E D -

- NOTE:
1. ALL CORNER RADII ARE 30'
 2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, IN BOOK 482 OF DEEDS, PAGES 5 & 8.
 3. INDICATES CONCRETE MONUMENT ©

EXHIBIT D

GLENHAVEN LAKES

DIVISION NUMBER 3

SECTIONS 29 & 32, T.37N., R.4E., W.M.

WHATCOM COUNTY, WASHINGTON.

DESCRIPTION

I, Edward W. Paulsen DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 3, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 & SE 1/4 OF SEC. 29 & THE NW 1/4 OF SEC. 32, T.37 N., R.4 E., W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE N.E. CORNER OF GLENHAVEN LAKES, DIVISION 2, (AS FILED ON PAGES 39 & 40, VOL. 9 OF THE BOOK OF PLATS IN THE WHATCOM COUNTY AUDITORS' OFFICE) AND THE WEST R/W LINE OF COUNTY ROAD NO'S 186 & 485; THENCE S.88° 01' 25" W. AND FOLLOWING THE NORTH BOUNDARY OF DIVISION 2, A DISTANCE OF 1492.49 FT. TO THE N.W. CORNER OF SAID PLAT; THENCE N.6° 57' 23" E., A DISTANCE OF 352.06 FT.; THENCE N.9° 27' 45" E., A DISTANCE OF 182.48 FT.; THENCE N.40° 01' 50" E., FOR 326.50 FT.; THENCE N.85° 45' 50" E., A DISTANCE OF 541.82 FT.; THENCE N.68° 37' 45" E., FOR 246.98 FT.; THENCE N.58° 34' 13" E., FOR 210.95 FT.; THENCE N.15° 08' 38" E., A DISTANCE OF 260.17 FT.; THENCE S.86° 55' 45" E., FOR 256.00 FT. TO AN INTERSECTION WITH THE WEST R/W LINE OF THE SAID GAIN LAKE RD; THENCE S.3° 04' 15" W. FOLLOWING THE SAID WEST R/W LINE A DISTANCE OF 1207.01 FT. TO THE TRUE POINT OF BEGINNING.



(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, SUCCESSORS IN INTEREST TO GENERAL BUILDING, INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942475 IN VOL. 36, PG. 196 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942089 IN VOL. 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM CO., HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING; EXCEPT THAT TRACT "A" AS SHOWN HEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 22^d DAY OF July, 1963.

GEORGE COBELENS, WALLACE WINTER
CARL MILLER, AND HILDA MILLER,

GLEN CORNING, ABNER LUDTKE,
A.J. McMILLAN, MOKSHA W. SMITH,
A.J. HUTTON, JR. AND LAWRENCE C.
ANGELL, D.B.A. GLENHAVEN LAKES
CONTRACT PURCHASERS

BY Richard J. Waters

RICHARD J. WATERS
ATTORNEY-IN-FACT

BY Glen Corning

GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23^d DAY OF July, 1963.

J. J. [Signature]
ENGINEER, WHATCOM COUNTY WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF July, 1963.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 23^d DAY OF July, 1963.

ATTEST: [Signature]
CLERK OF THE BOARD
[Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, [Signature], COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL, THIS 23rd DAY OF July, 1963.

[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF [Signature] ON THIS 23rd DAY OF July, 1963, AT 3 MINUTES PAST 3 P.M. AND RECORDED IN VOLUME 4 OF PLATS, PAGE 47 OF THE RECORDS OF SAID COUNTY.

[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON) SS
COUNTY OF WHATCOM)

ON THIS 22^d DAY OF July, 1963, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT
BELLINGHAM

STATE OF WASHINGTON) SS
COUNTY OF WHATCOM)

ON THIS 22^d DAY OF July, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

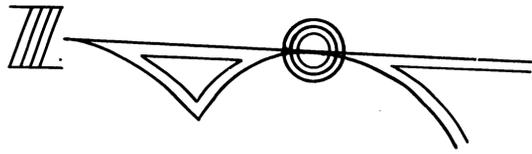
[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM

GLENHAVEN LAKES

DIVISION NUMBER 3

SECTIONS 29 & 32, T.37N, R.4E., W.M.

WHATCOM COUNTY, WASHINGTON.

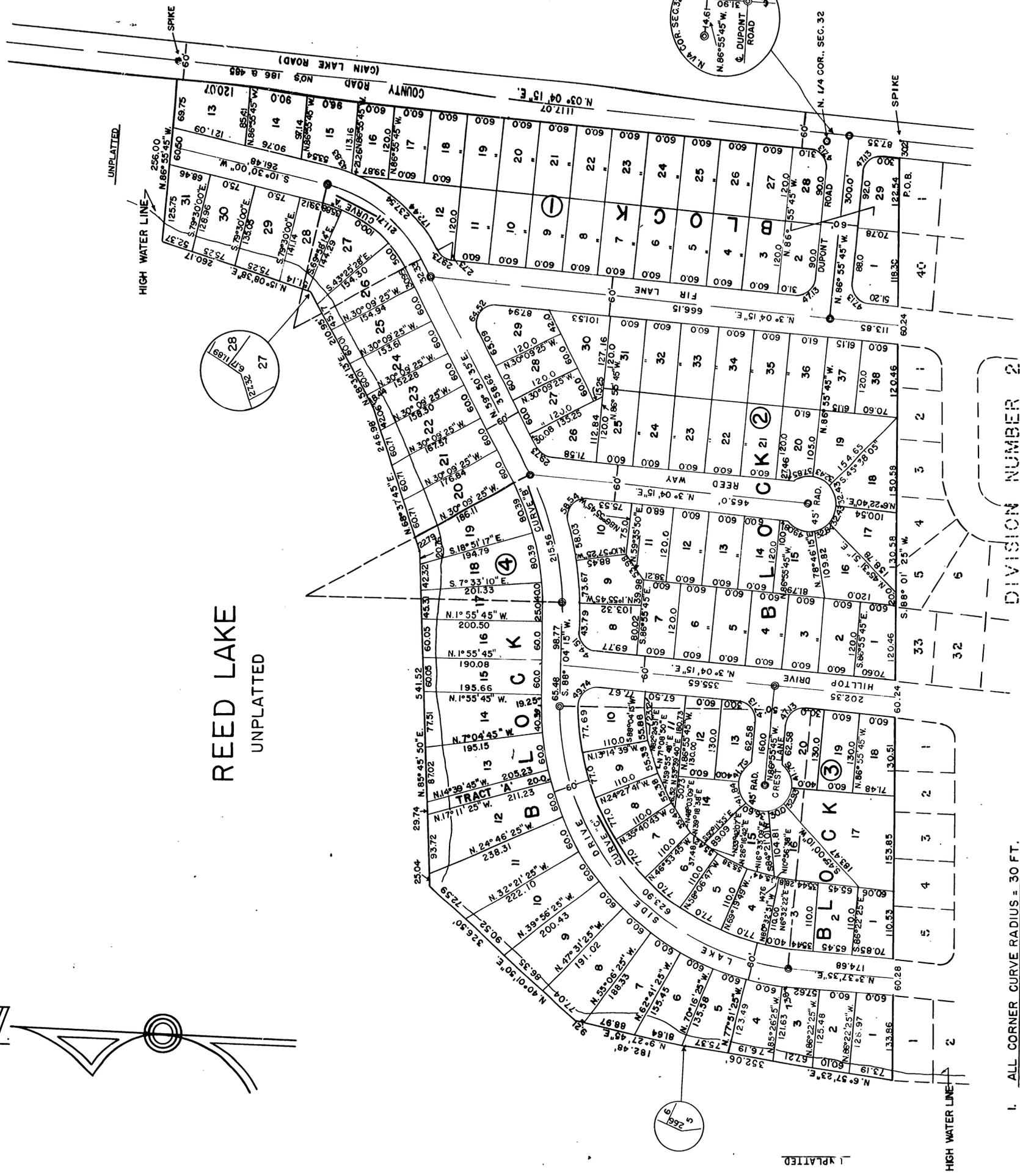


CURVE DATA

"A"
 $\Delta = 49^{\circ}20'35''$
 $ST = 112.93$
 $R = 245.85$
 $LC = 211.71$

"B"
 $\Delta = 28^{\circ}13'40''$
 $ST = 110.02$
 $R = 437.56$
 $LC = 215.56$

"C"
 $\Delta = 84^{\circ}26'40''$
 $ST = 384.17$
 $R = 423.35$
 $LC = 623.90$



DIVISION NUMBER 21

1. ALL CORNER CURVE RADIUS = 30 FT.

2. INDICATES CONCRETE MONUMENT---©

3. LOTS FRONTING ON WATER HAVE WOODEN POSTS

SET ON LOT BOUNDARIES.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THIS PLAT IS RECORDED IN VOLUME (4) OF DEEDS, PAGES 489 UNDER AUDITOR'S FILE NO. 952650.

Scale: 1 inch = 100 feet

GLENHAVEN LAKES

DIVISION NUMBER 4
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON

EXHIBIT E

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 4, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE NW 1/4 OF SEC. 32, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SEC. 32; THENCE N88°48'02"E. 580.27 FT.; THENCE N19°45'28"W. 348.18 FT.; THENCE N3°46'17"E. 123.23 FT.; THENCE S81°43'E. 144.40 FT. TO THE PRESENT SHORE LINE OF CAIN LAKE; THENCE NORTHERLY AND EASTERLY ALONG SAID SHORELINE OF CAIN LAKE AS SHOWN ON THE PLAT OF GLENHAVEN LAKES DIVISION NO. 4 TO THE SW CORNER OF LOT 24, BLOCK 4 OF THE PLAT OF GLENHAVEN LAKES; THENCE N14°38'27"W. 194.15 FT.; THENCE N4°19'24"W. 60.09 FT.; THENCE N9°11'48"E. 187.96 FT.; THENCE N17°08'52"W. 60.95 FT.; THENCE N8°57'38"W. 242.11 FT.; THENCE N8°51'04"E. 60.67 FT.; THENCE N4°54'00"E. 30.72 FT.; THENCE N72°38'35"W. 186.56 FT.; THENCE S17°21'25"W. 30.00 FT.; THENCE N72°38'35"W. 507.63 FT.; THENCE N86°13'43"W. 576.39 FT.; THENCE S2°33'35"E. ALONG THE WEST LINE OF SAID NW 1/4 OF SEC. 32 1617.69 FT. TO THE POINT OF BEGINNING.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED TOM J. DAVES AND BLANCHE M. DAVES, HIS WIFE, TOGETHER WITH Elizabeth Corning and Allan H. Thomson BEING OWNERS IN FEE SIMPLE OF THE LAND HEREIN PLATTED, (TOGETHER WITH Allan H. Thomson and Mattie Thomson) BEING MORTGAGEES OF RECORD OF SAID LAND), HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS AND ALLEYS; THE COUNTY WILL MAINTAIN THE SURFACE OF THE ROADWAY OF GLENHAVEN DRIVE WHERE IT CROSSES THE DAM IN "TRACT A" AS SHOWN ON THE PLAT BUT WILL HAVE NO INTEREST, CONTROL OR LIABILITY OVER THE DAM, ITS APPURTENANCES AND THE WATER LEVEL OF REED LAKE, ALSO, ALL LOTS, TRACTS, OR PARCELS OF LAND EMBRACED WITHIN THIS PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS FOR A PERIOD OF 10 YEARS FROM THE DATE OF RECORDING OF THIS PLAT OR UNTIL SUCH TIME AS COUNTY ZONING COMES INTO FORCE AND APPLIES TO THIS PLAT; AND ALL SALES OR TRANSFERS OF OWNERSHIP OF THE LOTS, TRACTS OR PARCELS SHALL BE SUBJECT TO THESE RESTRICTIONS AS FOLLOWS:

1. NO LOT, TRACT, OR PORTION OF A LOT OR TRACT SHALL BE SUBDIVIDED.
2. NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT OR PARCEL OF THIS PLAT CLOSER THAN 20 FT. TO THE FRONT PROPERTY LINE; AND IN THE CASE OF WATER FRONT LOT, NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED CLOSER THAN 50 FT. TO THE FRONT PROPERTY LINE ABUTTING THE ROAD RIGHT-OF-WAY.
3. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND A SEWAGE DISPOSAL PERMIT FROM THE RESPECTIVE COUNTY AGENCIES.
4. TRACTS A & B ARE HEREBY DEDICATED TO THE GLENHAVEN LAKES COMMUNITY CLUB.

IN WITNESS WHEREOF, WE HAVE SET HEREUNTO OUR HANDS AND SEALS THIS 9TH DAY OF DEC. 1963.
Elizabeth Corning OWNER IN FEE SIMPLE
Allan H. Thomson MORTGAGEE OF RECORD
Tom J. Daves OWNER IN FEE SIMPLE

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23 DAY OF DEC. 1963.
John J. Gray
ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF December, 1963
Patricia Swain
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 24th DAY OF Dec., 1963.

ATTEST: Idella Hansen
CLERK OF THE BOARD
V. E. Williams
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Clegg, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 23rd DAY OF December, 1963

(SEAL)
Hugh Clegg
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY WASHINGTON, AT THE REQUEST OF Elizabeth Corning ON THIS 24th DAY OF Dec., 1963.
AT 5 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 51 & 52 OF THE RECORDS OF SAID COUNTY.

(SEAL)
Idella Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 9th DAY OF December, 1963, BEFORE ME PERSONALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(SEAL)
Paul H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 9th DAY OF December, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR., AND LAWRENCE ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

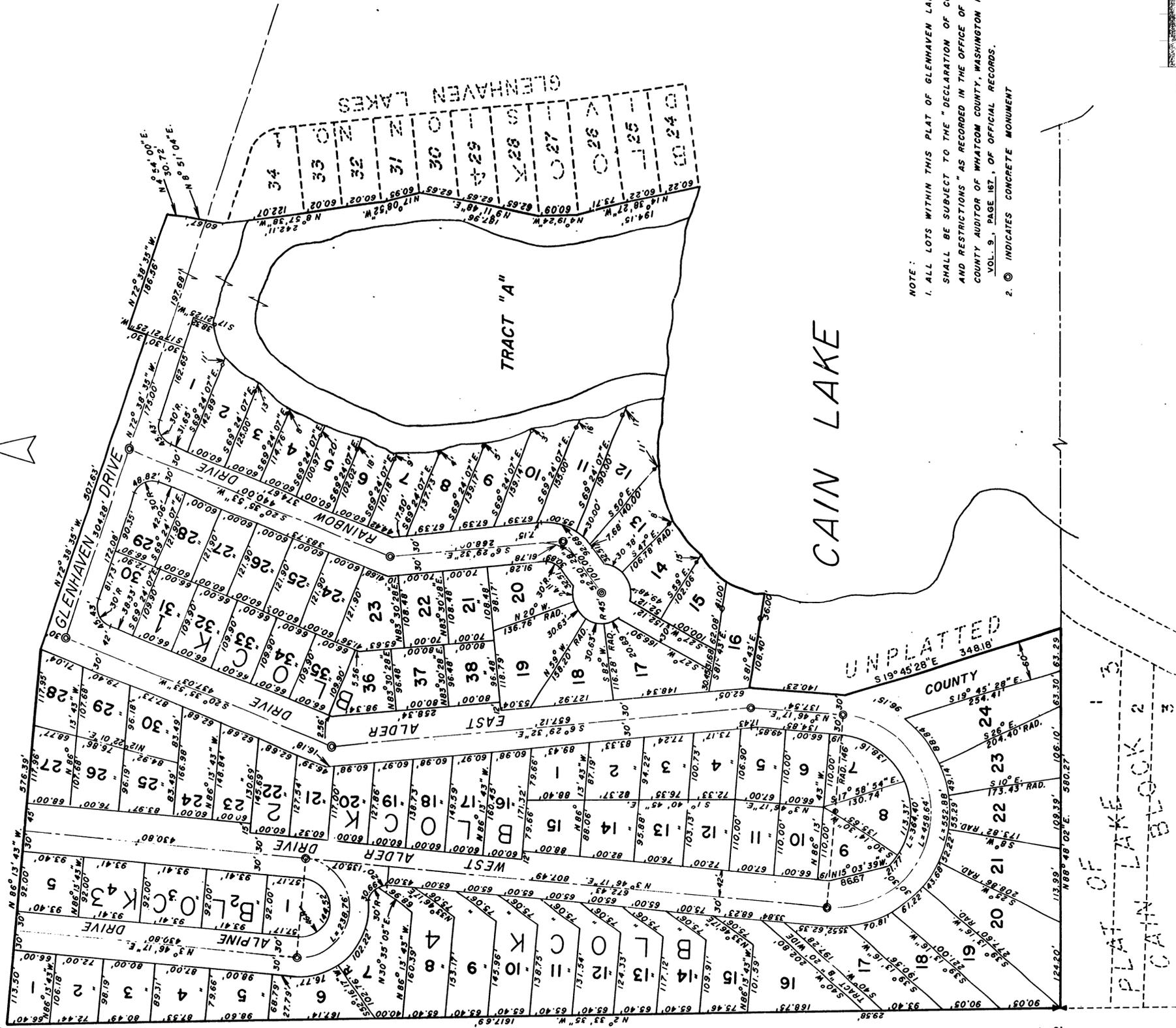
(SEAL)
Paul H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

GLENHAVEN LAKES

DIVISION NUMBER 4
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON
SCALE: 1" = 100'



- UNPLATTED -



NOTE:
1. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON IN VOL. 9, PAGE 167, OF OFFICIAL RECORDS.
2. © INDICATES CONCRETE MONUMENT

W 1/4 COR.
SEC. 32
P.O.B.

- UNPLATTED -

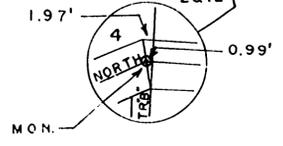
GLENHAVEN LAKES DIVISION NUMBER 5

SCALE 1" = 100'

CONTINUATION OF DIV. # 5
SEE SHEET 1 OF 3



UNPLATTED



GLENHAVEN LAKES

REPLAT OF DIVISION "5, BLOCK 2
SECTION 29 8 & 32, T37N, R4E, W. M.

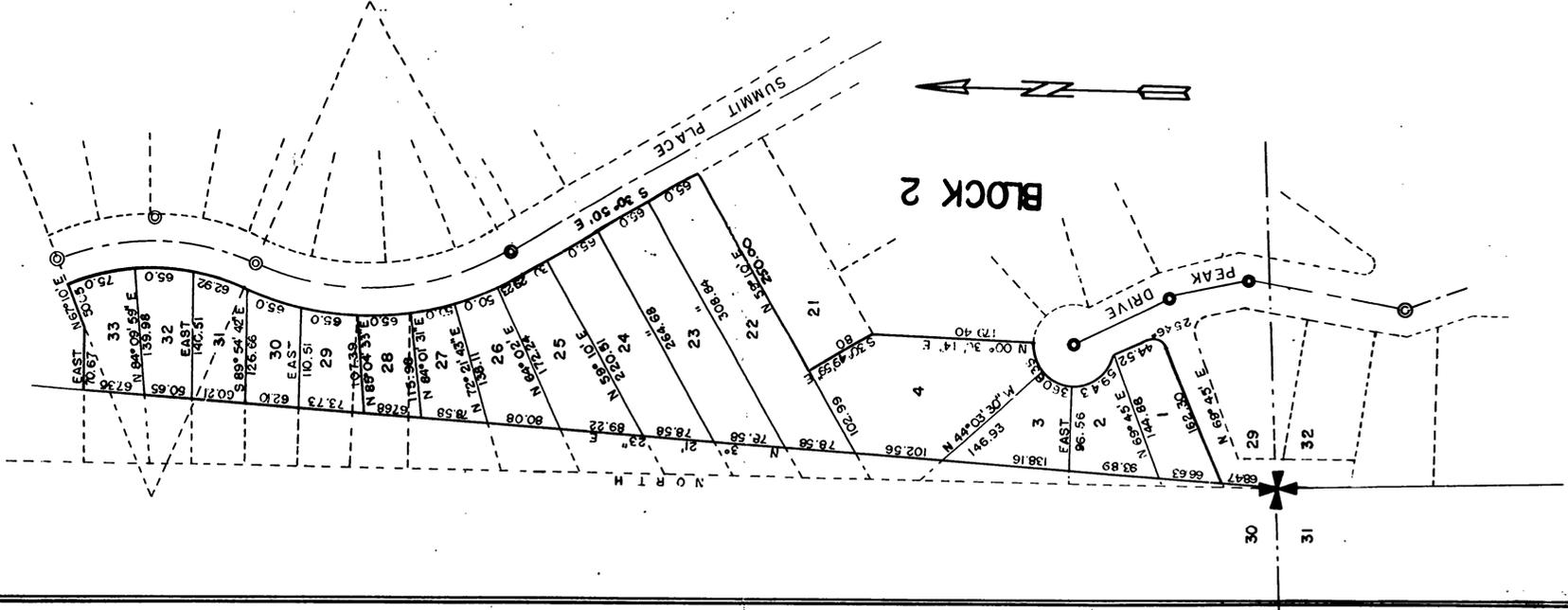
WHATCOM COUNTY, WASHINGTON

DESCRIPTION OF REPLAT OF GLENHAVEN LAKES DIV. 5

I, EDWARD M. PAULSEN, DO HEREBY CERTIFY THAT THIS REPLAT OF DIVISION NUMBER 5 OF GLENHAVEN LAKES, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT PROVISION FOR ALL MONUMENTS AND STAKES HAVE BEEN PROVIDED ON THE GROUND; AND THAT THE REPLAT COVERS AND EMBRACES THAT PORTION OF THE NW $\frac{1}{4}$ SEC. 32, T37N, R4E, W. M. AND THAT PORTION OF THE SW $\frac{1}{4}$ SEC. 29, T37N, R5E, W. M., DESCRIBED AS FOLLOWS; COMMENCING AT A POINT N 3° 21' 23" E AND 68.47' FROM THE NW CORNER OF SEC. 32, T37N, R4E, W. M., THENCE N 3° 21' 23" E - 1265.34'; THENCE EAST - 70.67'; THENCE N 67° 10' 00" E 50.05'; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 252.70' AND A CENTRAL ANGLE OF 46° 00' 00" A DISTANCE OF 202.87', THIS BEING THE MOST WESTERLY RIGHT OF WAY LINE OF SUMMIT PLACE ROAD; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 344.02' TO THE MOST WESTERLY RIGHT OF WAY LINE AND HAVING A CENTRAL ANGLE OF 54° 00' 00" FOR A DISTANCE 324.21'; THENCE S 30° 50' 00" E - 225.00'; THENCE S 59° 10' 00" W - 250.00'; THENCE S 30° 49' 59" E - 80.00'; THENCE S 00° 30' 14" W - 179.40'; THENCE WESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 45.00' FOR A DISTANCE OF 130.51, WHICH IS THE WESTERLY RIGHT OF WAY LINE OF PEAK DRIVE ROAD; THENCE S 27° 30' 00" E - 44.52'; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 15.00' FOR A DISTANCE OF 25.46'; THENCE S 69° 45' 00" W - 162.30' TO THE TRUE POINT OF BEGINNING.



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER THE AUDITOR'S FILE NO. 95818 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A. J. MACMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR., AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS, AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, IN ANY REASONABLE GRADING OF ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE FOR GRADING; EXCEPT THAT TRACTS "A,B,C" AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES, INC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 21 DAY OF July, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
A. J. MACMILLAN, MOKSHA W. SMITH,
A. J. HUTTON JR., AND LAWRENCE C.
ANGELL, D.B.A. GLENHAVEN LAKES
CONTRACT PURCHASERS
BY *Glen Corning*
GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 21 DAY OF July, 1964, BEFORE ME, PERSONALLY AP-
PEARED RICHARD J. WATERS, TO ME KNOWN AS INDIVIDUAL WHO EXECUTED THE
WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL.
THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE
SAME AS SUCH ATTORNEY-IN-FACT FOR SUCH PRINCIPAL, FREELY AND
VOLUNTARILY, FOR THE PURPOSES AND USES THEREIN MENTIONED AND
ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE
DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW
LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND
YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Walter J. ...
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY
ENGINEERING DEPARTMENT THIS 21 DAY OF
JULY, 1964.

ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY
PLANNING COMMISSION THIS 21 DAY OF July,
1964.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COM-
MISSIONERS OF WHATCOM COUNTY, THIS 21
DAY OF July, 1964.

ATTEST: *[Signature]*
CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, *[Signature]*, COUNTY TREASURER OF
WHATCOM COUNTY, WASHINGTON, DO HEREBY CERT-
IFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID
UPON THAT PORTION OF REAL ESTATE EMBRACED
WITHIN THIS PLAT HAVE BEEN FULLY PAID AS RE-
SCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN
MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS
21 DAY OF July, 1964.

TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR
RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM
COUNTY, WASHINGTON, AT THE REQUEST OF
ON THE 21 DAY OF July,
1964, AT MINUTES PAST AND
RECORDED IN VOLUME 9 OF PLATS, PAGES
60 OF THE RECORDS OF THE
RECORDS OF SAID COUNTY.

[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 21 DAY OF July, 1964, BEFORE ME, PERSONALLY APPEARED
GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO
EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND
ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. MACMILLAN, MOKSHA W. SMITH,
A. J. HUTTON JR., AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN
LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME
AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE
SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH
STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS
DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRIN-
CIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN
THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



EXHIBIT G

GLENHAVEN LAKES DIVISION NUMBER 6 SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 6 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HERE ON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND, AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE INTERSECTION OF THE CENTER LINE OF RAINBOW DRIVE AND THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 5; THENCE N 60° 12' 00" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 196.91'; THENCE N 29° 48' 00" E, 78.86'; THENCE N 68° 20' 00" W BEING RADIAL, 168.72' TO THE INTERSECTION WITH THE EASTERLY BOUNDARY OF EAST ALDER DRIVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 90.68' AND A CENTRAL ANGLE OF 117° 30' 00", A DISTANCE OF 185.95'; THENCE S 84° 10' 00" W, 121.97'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 153.58' AND A CENTRAL ANGLE OF 86° 16' 15", A DISTANCE OF 231.23'; THENCE S 80° 26' 15" W BEING RADIAL 60.00' TO A POINT BEING AN INTERSECTION OF THE WESTERLY BOUNDARY OF EAST ALDER DRIVE AND THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 213.58' AND A CENTRAL ANGLE OF 3° 37' 15", A DISTANCE OF 13.50'; THENCE N 5° 56' 30" W, 48.91'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS 152.02' AND A CENTRAL ANGLE OF 14° 21' 08", A DISTANCE OF 38.08'; THENCE N 69° 42' 22" E BEING RADIAL 60.00'; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 75° 38' 52" A DISTANCE OF 39.61'; THENCE N 84° 03' 30" E, 242.75'; THENCE S 75° 20' 00" E, 606.29'; THENCE S 53° 18' 00" E, 273.88'; THENCE S 36° 42' 00" W, 251.91'; THENCE S 16° 20' 00" W, 465.54'; THENCE S 29° 48' 00" W, 75.32' MORE OR LESS TO AN INTERSECTION OF THE EASTERLY BOUNDARY OF RAINBOW DRIVE AND THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE N 60° 12' 00" W, 30.00' TO THE TRUE POINT OF BEGINNING.



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 98818 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANDELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189 - 191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 12 DAY OF August, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN,
MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE
C. ANDELL, D.B.A. GLENHAVEN LAKES CONTRACT
PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-
IN-FACT

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

ON THIS 12 DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel St. Riffe

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS
14 DAY OF August, 1964.

J. J. [Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS
14 DAY OF August, 1964.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY,
THIS 14 DAY OF August, 1964.

ATTEST: Abner Ludtke
CLERK OF THE BOARD
[Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Casey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 14 DAY OF August, 1964

[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THIS 14 DAY OF August, 1964 AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME 9 OF PLATS, PAGES 62-63 OF THE RECORDS OF SAID COUNTY.

[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

New Dedication Covenants & Restrictions See Vol 17 Page 86 Aug 14, 1964
Amended decl of coven & restrictions Vol 27 of 40 CR 4-7-77
C:BP H 1578697 0046 P2355 1/3/87

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 12 DAY OF August, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANDELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel St. Riffe

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



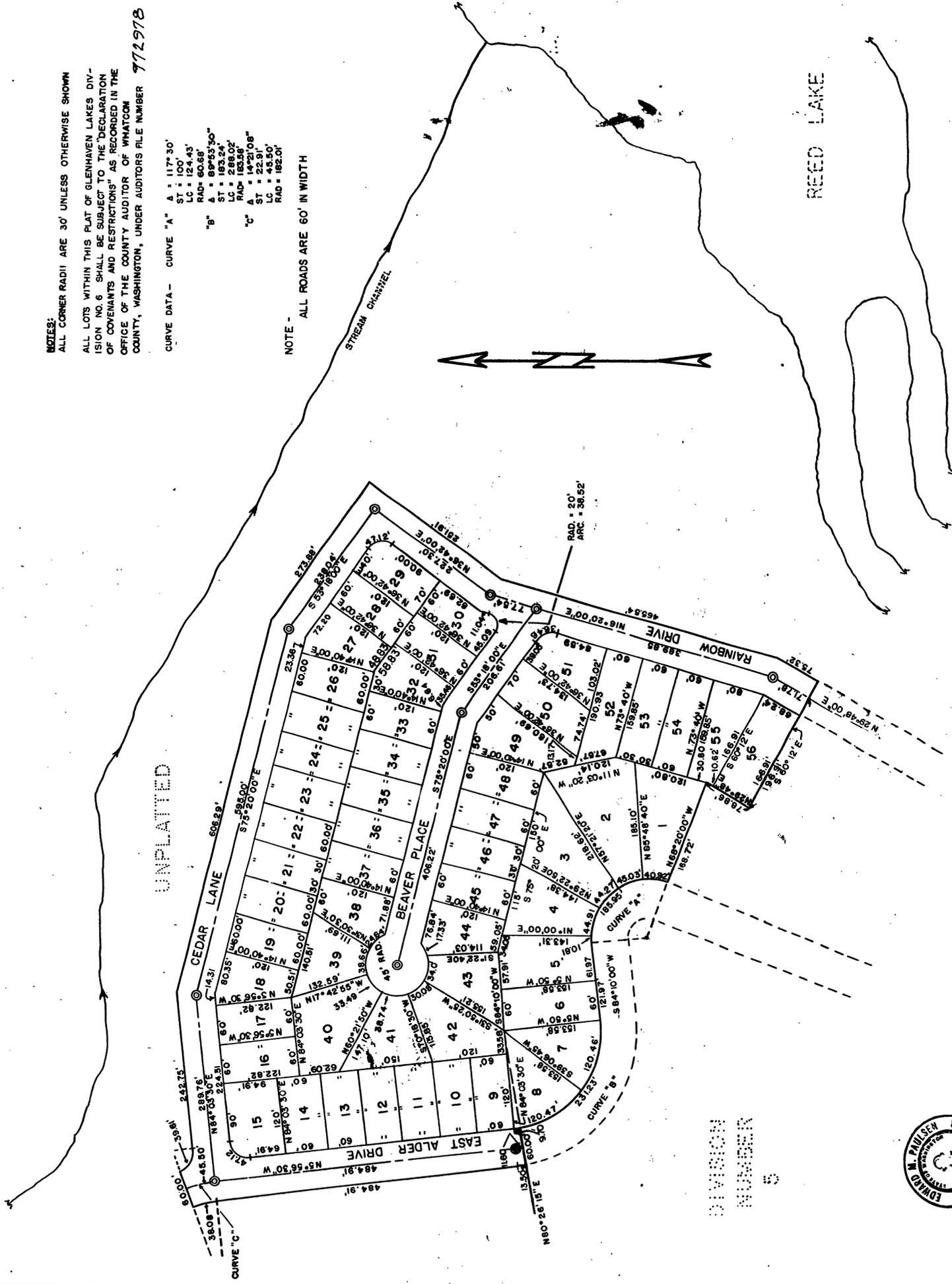
GLENHAVEN LAKES DIVISION NUMBER 6

SECTION 29, T37N, R4E, W.M. WHATCOM COUNTY, WASH.
SCALE 1" = 100'

NOTES:
ALL CORNER RADII ARE 30' UNLESS OTHERWISE SHOWN
ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 6 SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 772978 Vol. 17 Page 814 of O.R.

CURVE DATA -
CURVE "A" A = 117°30'
ST = 100'
LC = 124.43'
RAD = 60.68'
"B" A = 89°53'30"
ST = 183.24'
LC = 289.02'
RAD = 183.58'
"C" A = 142°10'
ST = 42.80'
LC = 182.01'
RAD = 182.01'

NOTE - ALL ROADS ARE 60' IN WIDTH



DIVISION
NUMBER
6



Edward M. Paulsen
Aug 14, 1964



EXHIBIT H

GLENHAVEN LAKES
DIVISION NUMBER 7
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 7 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS; COMMENCING AT A POINT ON THE WEST BOUNDARY OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. BEING THE NW CORNER OF THE REPLAT OF GLENHAVEN LAKES DIV. 5 BLOCK 2; THENCE N 3° 21' 23" E AND FOLLOWING THE WEST BOUNDARY OF SAID SW 1/4 800.00'; THENCE N 47° 43' 20" E, 180.13'; THENCE EAST, 250.00'; THENCE S 49° 31' 00" E, 159.64'; THENCE S 29° 30' 00" W, 10.00'; THENCE S 60° 30' 00" E, 122.35'; THENCE S 87° 00' 00" E, 509.33'; THENCE S 64° 11' 10" E, 275.48'; THENCE S 55° 19' 00" E, 247.85'; THENCE S 36° 42' 00" W, 90.73'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 90° A DISTANCE OF 47.12' TO A POINT ON THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 6; THENCE N 53° 18' 00" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 183.88'; THENCE N 75° 20' 00" W, 606.29'; THENCE S 84° 03' 30" W, 242.75'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 75° 38' 52" FOR A DISTANCE OF 39.61'; THENCE S 69° 42' 22" W BEING RADIAL 60.00' TO A POINT ON THE WEST BOUNDARY OF SAID PLAT; THENCE S 69° 42' 22" W AND FOLLOWING THE WEST BOUNDARY OF SAID PLAT ON A CURVE TO THE LEFT HAVING A RADIUS OF 152.02' AND A CENTRAL ANGLE OF 14° 21' 08" A DISTANCE OF 38.08'; THENCE S 5° 56' 30" E, 484.91'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 215.58' AND A CENTRAL ANGLE OF 3° 37' 15" A DISTANCE OF 13.50' TO A POINT BEING THE SW CORNER OF THE SAID PLAT; THENCE S 80° 26' 15" W AND FOLLOWING THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 5, 194.46'; THENCE N 15° 00' 00" W, 50.00'; THENCE S 67° 10' 00" W, 260.05'; THENCE EAST, 70.67' MORE OR LESS TO THE POINT OF BEGINNING



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 95818 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUT AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROAD, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 28th DAY OF August, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER
BY *Richard J. Waters*

RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN,
MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE
C. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT
PURCHASERS

BY *Richard J. Waters*
GLEN CORNING, PARTNER AND ATTORNEY-
IN-FACT

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 28th DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 4th DAY OF September, 1964.

John J. Lay
ENGINEER, WHATCOM COUNTY, WASHINGTON

John J. Lay
(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 4 DAY OF September, 1964.

Patricia Lewis
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 4th DAY OF September, 1964.

ATTEST: *Elaine Lewis*
CLERK OF THE BOARD

A. O. Robinson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, *Hugh Carey*, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 4th DAY OF September, 1964.

Hugh Carey
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Richard J. Waters ON THIS 4th DAY OF September, 1964 AT 2:25 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 444-447 OF THE RECORDS OF SAID COUNTY.

Thelma Stanger
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

ON THIS 28th DAY OF August, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

Noel H. Riffe

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

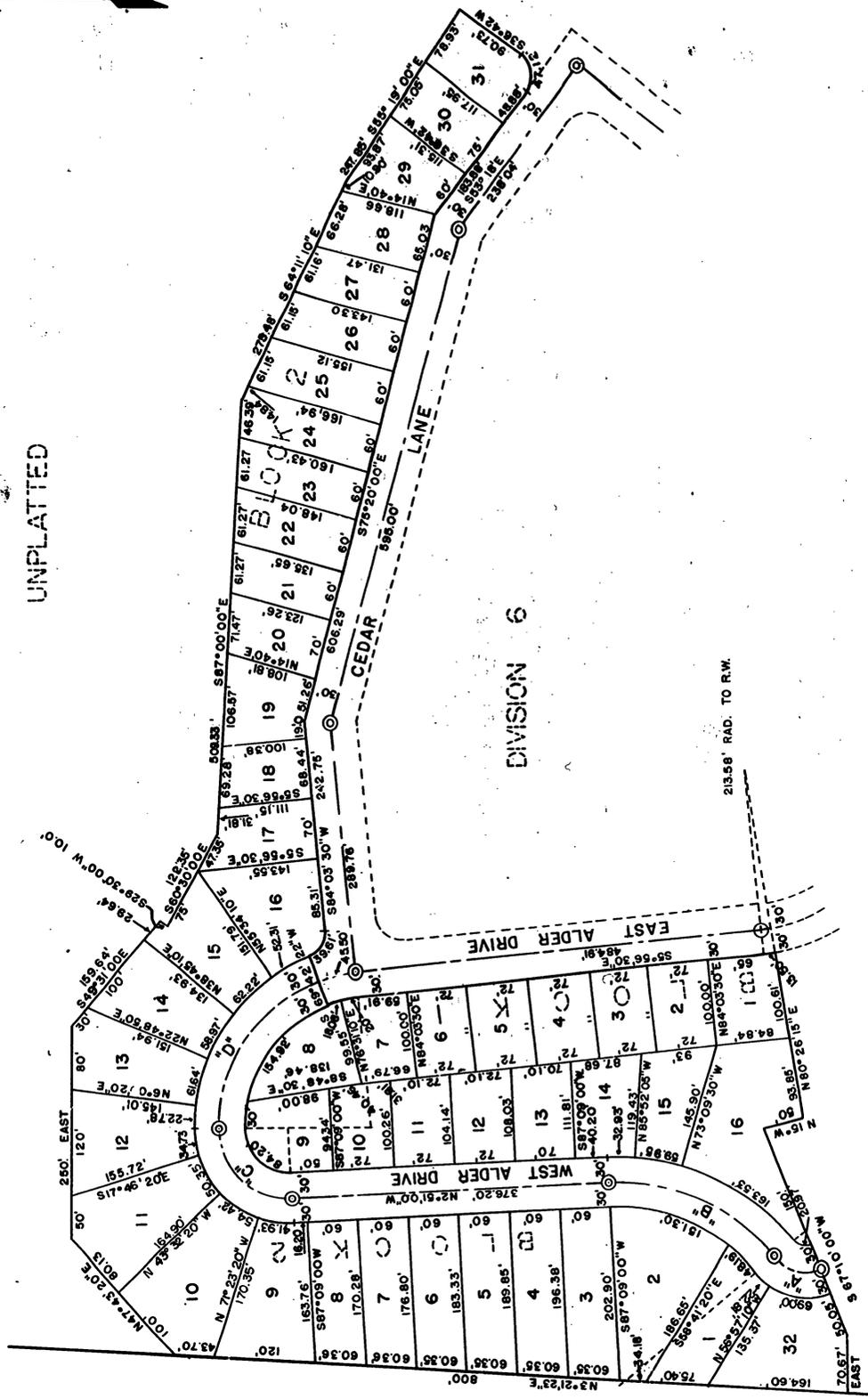


174208

GLENHAVEN LAKES
 DIVISION NUMBER 7
 SECTION 29, T37N, R4E, W.M.
 WHATCOM COUNTY, WASH.
 SCALE 1" = 100'



UNPLATTED



DIVISION 6

DIVISION 5

NOTES:
 ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 7 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 574.209

CURVE DATA
 "A" - A = 74°20'40"
 RAD = 4616'
 ST = 35'
 LC = 59.89'
 "B" - A = 54°21'40"
 RAD = 240.27'
 ST = 123.68'
 LC = 227.95'
 30' RAD. LOTS 16, 31 BLOCK 2

NOTES:

ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 7 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 574.209

ALL ROADS ARE 60' IN WIDTH

Vol 18 Page 6649 O.B.
 amended del of coven. * Pette
 rel 85) Pp 55 PL. 4-7-77



GLENHAVEN LAKES
DIVISION NUMBER 8
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

EXHIBIT I

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 8 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. 6; THENCE N29°48'00"E AND FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT 75.32'; THENCE N16°20'00"E 465.54'; THENCE N36°42'00"E 291.91' TO THE N.E. CORNER OF SAID PLAT; THENCE N53°18'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 90.00' TO A POINT BEING THE INTERSECTION OF THE NORTH BOUNDARY OF SAID PLAT AND EASTERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 7; THENCE NORTH EASTERLY AND FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 90° A DISTANCE OF 47.12'; THENCE N36°42'00"E 90.73' TO THE N.E. CORNER OF SAID PLAT; THENCE N55°19'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 247.85'; THENCE N64°11'10"W 275.48'; THENCE N87°00'00"W 342.34'; THENCE N2°11'30"W 216.54'; THENCE N87°48'30E 333.82'; THENCE S89°26'30"E 764.99'; THENCE S45°42'00"W 136.95'; THENCE S36°42'00"W 471.2'; THENCE S64°00'00"E 750.00'; THENCE S22°39'30"E 322.34' MORE OR LESS TO A POINT BEING AN ANGLE IN THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 3; THENCE S15°08'38"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 260.17'; THENCE S68°34'13"W 210.95'; THENCE S68°37'45"W 246.98'; THENCE S89°45'50"W 541.52' TO AN INTERSECTION OF THE NORTHERLY BOUNDARIES OF THE PLATS OF GLENHAVEN LAKES DIV. 3 AND DIV. 5; THENCE N60°12'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF THE SAID PLAT OF DIV. 5 368.25' MORE OR LESS TO THE POINT OF BEGINNING.



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 95818 IN VOLUME 8, PAGE 135 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF October, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUTKE, A. J. McMILLAN,
MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE
C. ANGELL, D. B. A. GLENHAVEN LAKES CONTRACT
PURCHASERS

BY *Glen Corning*
GLEN CORNING, PARTNER AND ATTORNEY-
IN-FACT.

FOOTNOTE: TRACTS "A, B & C AS SHOWN THEREON SHALL BE
RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 20th DAY OF October, 1964, BEFORE ME
PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESC-
RIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE
COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER
HIS WIFE, CARL MILLER, A WIDOW, SUCCESSORS TO GENERAL BUILDING INCORPORATED
AND FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE
SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY,
FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF
ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS
NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE
FIRST ABOVE WRITTEN



Noel M. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 20 DAY
OF 12 NOVEMBER, 1964.

J. T. Fay
ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS
19 DAY OF November 1964.

Patricia J. Davis
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY,
THIS 20th DAY OF November 1964.

ATTEST: *W. H. H. H. H.*
CLERK OF THE BOARD
W. H. H. H. H.
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

Hugh C. ... COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY
CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL
ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW
AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 20th DAY OF November, 1964

Hugh C. ...
TREASURER, WHATCOM COUNTY, WASHINGTON
(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR
OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THIS
20th DAY OF Nov., 1964 AT _____ MINUTE PAST _____ AND RECORDED IN
VOLUME 9 OF PLATS, PAGES 697 & 70 OF THE RECORDS OF SAID COUNTY.

W. H. H. H. H.
AUDITOR, WHATCOM COUNTY, WASHINGTON
(SEAL)

ACKNOWLEDGEMENTS

ON THIS 20th DAY OF October, 1964, PERSONALLY APPEARED GLEN CORNING, TO
ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN
DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING,
ABNER LUTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C.
ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DES-
CRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOL-
UNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS
FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER
OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED
AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS
CERTIFICATE FIRST ABOVE WRITTEN



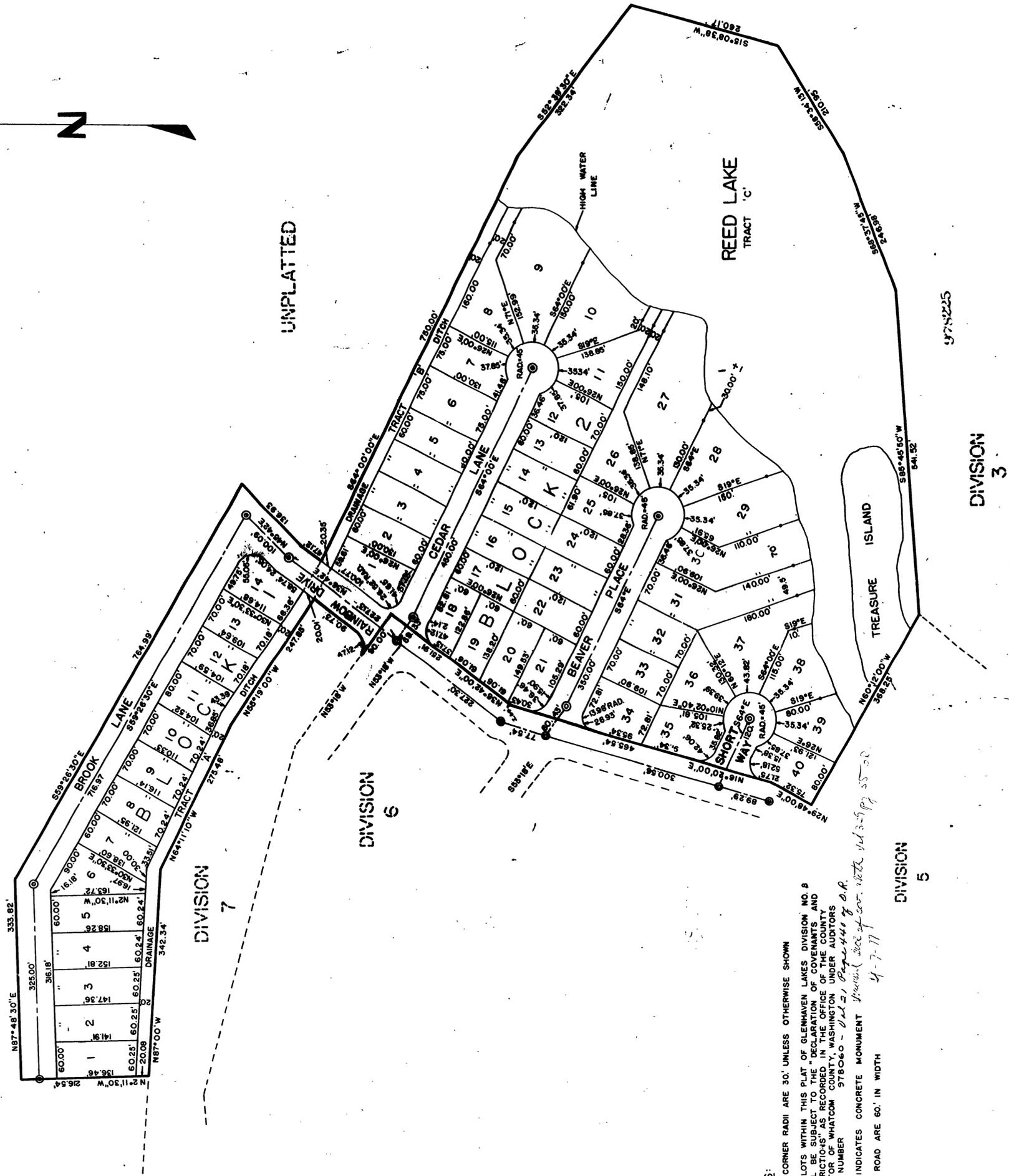
Noel M. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



GLENNHAVEN LAKES
DIVISION NUMBER 8

SECTION 29 T37N, R4E, W. M.

SCALE: 1" = 100'



NOTES:

1. ALL CORNER RADII ARE 30' UNLESS OTHERWISE SHOWN
2. ALL LOTS WITHIN THIS PLAT OF GLENNHAVEN LAKES DIVISION NO. 8 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NUMBER 978060 - 011-21 Page 441 of 818.
3. © INDICATES CONCRETE MONUMENT *Monument set of corner with 1/2" x 1/2" x 1/2" 3-5-59 pp. 55-58.*
4. ALL ROAD ARE 60' IN WIDTH



GLENHAVEN LAKES
DIVISION NUMBER 9
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASH.

EXHIBIT J

DESCRIPTION

I EDWARD M. PAULSEN AND KNUD S. KNUDSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 9 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENT OF STATE LAW THAT ALL DISTANCE, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE S/W 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS:
COMMENCING AT THE N/W CORNER OF THE PLAT OF GLENHAVEN LAKES DIVISION NO. 8; THENCE S 2°11'30"E N 60°30'W 122.35'; THENCE N 29°30'E 20.00'; THENCE NORTH 3/2 31'; THENCE N 50°48'30"E 4.45.94'; THENCE N 84°51'06"E 366.95'; THENCE S 14°11'W 40.90'; THENCE S 59°26'30"E 774.38'; THENCE N 27°43'45"E 370.38'; THENCE N 58°42'25"E 680.41'; THENCE EAST 212.85' MORE OR LESS TO AN INTERSECTION WITH THE WEST BOUNDARY OF THE CAIN LAKE ROAD; THENCE SOUTHERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2895.00 AND A CENTRAL ANGLE OF 4°15'35" AND FOLLOWING THE WEST BOUNDARY OF THE CAIN LAKE ROAD 215.22'; THENCE NORTH WESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30' AND A CENTRAL ANGLE OF 95°50'50" 50.18'; THENCE NORTH EAST 102.74'; THENCE S 58°42'25"W 580.12'; THENCE S 27°43'45"W 367.71'; THENCE S 37°12'00"W 215.43'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 24.64' AND A CENTRAL ANGLE OF 101°12' 43.82'; THENCE S 64°E 470'; MORE OR LESS TO AN INTERSECTION WITH THE HIGH WATER LINE OF REED LAKE; THENCE SOUTHERLY AND FOLLOWING THE HIGH WATER LINE OF REED LAKE TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIVISION NO. 8; THENCE N 64°W AND FOLLOWING THE NORTH BOUNDARY OF SAID DIVISION NO. 8 670' MORE OR LESS TO AN INTERSECTION WITH THE EAST BOUNDARY OF RAINBOW DRIVE AS SHOWN ON THE PLAT OF SAID DIVISION NO. 8; THENCE N 36°42'00"E 4712'; THENCE N 45°42'E 136.93'; THENCE N 59°26'30"W 764.99'; THENCE S 87°48'30"W 333.82' MORE OR LESS TO THE POINT OF BEGINNING


Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER


Karl J. H. H. H.
REGISTERED PROFESSIONAL LAND SURVEYOR (SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTERS, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITORS FILE NO. 95818 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY GRADINGS FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE SLOPE OF ROAD, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING. TRACT A AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB INC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 13 DAY OF APRIL, 1965.

GEORGE COBELENS, WALLACE WINTERS, AND
MARIE E. WINTERS, HIS WIFE, CARL MILLER
AND HELEN M. MILLER, HIS WIFE, AND
HILDA MILLER, A WIDOW, AND IVA WHITTAKER
TRUDELL, FEE SIMPLE OWNERS.

BY 
RICHARD J. WATERS, ATTORNEY-IN-FACT

BY 
GLEN CORNING, PARTNER AN ATTORNEY-
IN-FACT

(STATE OF WASHINGTON,
COUNTY OF WHATCOM)

ON THIS 13 DAY OF April, 1965, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS TO GENERAL BUILDING INCORPORATED AND FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 13 DAY OF APRIL, 1965.


ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 8 DAY OF April, 1965.


CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 13 DAY OF April, 1965.

ATTEST: 
CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE


COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 13 DAY OF April, 1965.


TREASURER, WHATCOM COUNTY, WASHINGTON
(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Ed. Paulsen ON THIS 8 DAY OF April, 1965, AT 52 MINUTES PAST 11:10 AND RECORDED IN VOLUME 9 OF PLATS, PAGES 133 OF THE RECORDS OF SAID COUNTY.

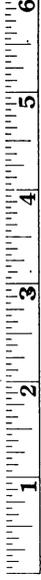

AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

(STATE OF WASHINGTON,
COUNTY OF WHATCOM)

ON THIS 13 DAY OF April, 1965, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



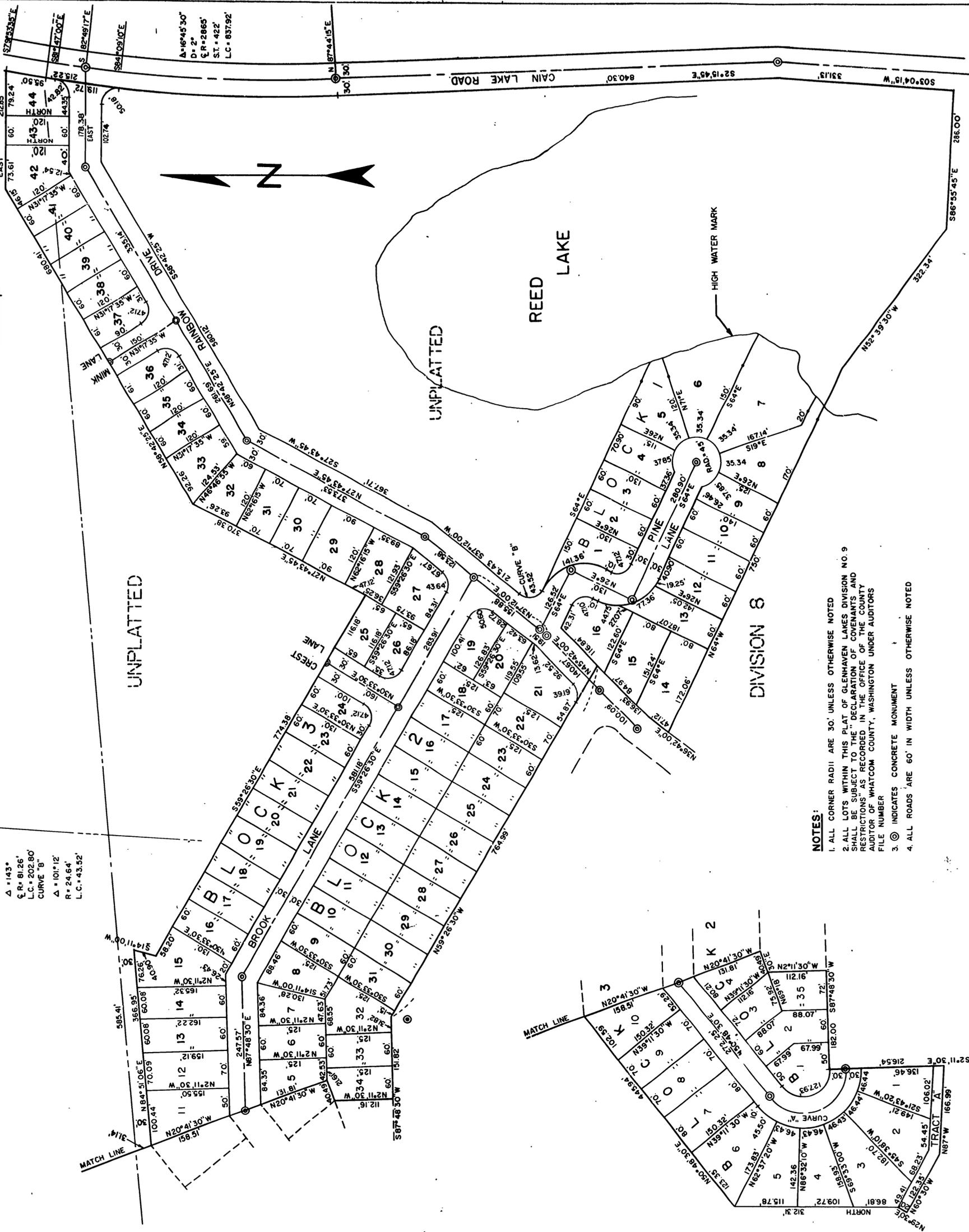
GLENHAVEN LAKES DIVISION NUMBER 9

SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

SCALE: 1" = 100'

CURVE DATA

CURVE "A"
 $\Delta = 143^\circ$
 $R = 81.26'$
 $L.C. = 202.80'$
 CURVE "B"
 $\Delta = 101^\circ 12'$
 $R = 24.64'$
 $L.C. = 43.52'$



NOTES:

1. ALL CORNER RADII ARE 30' UNLESS OTHERWISE NOTED
2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 9 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NUMBER
3. \odot INDICATES CONCRETE MONUMENT
4. ALL ROADS ARE 60' IN WIDTH UNLESS OTHERWISE NOTED



GLENHAVEN LAKES DIVISION NUMBER 10

SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

EXHIBIT K

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUD S. KNUDSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIVISION NUMBER 10, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACTUALLY PLACED ON THE GROUND; AND THE PLAT COVERS AND EMBRACES THAT PORTION OF SEC. 29 T37N, R4E, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE INTERSECTION OF THE EAST BOUNDARY OF CREST LANE AND THE NORTH BOUNDARY OF THE PLAT OF DIVISION NUMBER 9; THENCE N 59° 26' 30" W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 176.65'; THENCE N 30° 33' 30" E - 243.28'; THENCE WESTERLY ON A CURVE HAVING A RADIUS 68.08' AND A Δ 60° 52' 35", A DISTANCE OF 104.20'; THENCE N 25° 17' 50" E - 60.00'; THENCE N 64° 42' 10" W - 48.14'; THENCE N 29° 17' 50" E - 120.00'; THENCE N 54° 25' 15" E - 14.47'; THENCE N 44° 33' 15" E - 141.83'; THENCE N 30° 57' 45" E - 136.67'; THENCE N 35° 24' 15" E - 370.05'; THENCE N 31° 36' 15" E - 106.64'; THENCE S 58° 23' 45" E - 10.00'; THENCE N 31° 36' 15" E - 64.70'; THENCE N 21° 22' 00" E - 140.55'; THENCE N 41° 45' 15" E - 489.28'; THENCE N 38° 59' 15" W - 302.11' MORE OR LESS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE SE ¼ OF THE NW ¼ SEC. 29 T37N, R4E, W.M.; THENCE N 83° 19' 30" E FOLLOWING THE ¼ LINE - 390.67' MORE OR LESS TO THE EAST ¼ CORNER OF THE NW ¼ OF SEC. 29 T37N, R4E, W.M.; THENCE S 87° 20' 20" E FOLLOWING THE ¼ LINE 323.87' MORE OR LESS TO AN INTERSECTION WITH THE WEST BOUNDARY OF CAIN LAKE ROAD; THENCE FOLLOWING THE WEST BOUNDARY OF CAIN LAKE ROAD ON A CURVE TO THE RIGHT WITH A RADIUS OF 285.00' AND Δ = 10° 38' 30", FOR A DISTANCE OF 295.14' MORE OR LESS; THENCE S 14° 29' 45" W - 874.31' MORE OR LESS; THENCE ON A CURVE TO THE SOUTH WITH A RADIUS 2895.00' AND Δ = 16° 45' 30" FOR A DISTANCE OF 221.74' MORE OR LESS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF DIVISION NUMBER 9; THENCE FOLLOWING THE NORTH BOUNDARY OF SAID PLAT ON A BEARING WEST - 212.85'; THENCE S 48° 42' 25" W - 680.41'; THENCE S 27° 43' 45" W - 370.38'; THENCE N 59° 26' 30" W - 116.18' MORE OR LESS TO THE POINT OF BEGINNING.

(SEAL)



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

Knud S. Knudsen
REGISTERED PROFESSIONAL SURVEYOR

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX, AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF SAID LAND, BY RICHARD J. WATERS, HER ATTORNEY-IN-FACT, UNDER SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 95818, VOLUME 8, PAGES 133 AND 134 OF POWER OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUDTKE, A.J. Mc MILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANGELL, DOING BUSINESS IN PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, THEIR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942089 IN VOLUME 36, PAGES 189 TO 191 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT; AND IN LIEU OF DEDICATION OF ROADS SHOWN ON THIS PLAT HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED INTEREST IN ALL ROADS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING; AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS AND EASEMENTS.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN,
MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE
C. ANGELL, D. B. A GLENHAVEN LAKE CONTRACT
PURCHASERS.

BY *Richard J. Waters*
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 8TH DAY
OF JULY, 1965.

(SEAL)

ENGINEER, WHATCOM COUNTY, WASHINGTON



PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 12 DAY
OF JULY, 1965.

J. J. Corning
VICE CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS
12TH DAY OF JULY, 1965.

ATTEST: *Richard J. Waters*
CLERK OF THE BOARD, acting - CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, *Richard J. Waters*, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 12 DAY OF JULY, 1965.

(SEAL)

Richard J. Waters
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Ed Paulsen ON THIS 12TH DAY OF JULY, 1965 AT 10 MINUTES PAST 10:00 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 71-75 OF RECORDS OF SAID COUNTY.

(SEAL)

Richard J. Waters
AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 28th DAY OF June, 1965, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SUCH PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE PURPOSES AND USES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



Noel J. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON
COUNTY OF WHATCOM
ON THIS 28th DAY OF June, 1965, PERSONALLY APPEARED GLEN CORNING TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel J. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

GLENHAVEN LAKES DIVISION NUMBER 10

SECTION 29 T37N, R4E, Y11M.

SCALE 1" = 100'

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to

Puget Sound Power & Light Company

and

Pacific Northwest Bell Telephone Company

and their respective successors and assigns under and upon the interior 5 feet of front and rear boundary lines and under and upon the interior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone services, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

All permanent utility services shall be provided by under-ground service exclusively.



NOTES:

1. ALL ROADS ARE 60' IN WIDTH.

2. (C) INDICATES CONCRETE MONUMENT

3. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 10 SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NO. 99014. *Used 30 Page 501 of 0-0.*

Amended Declaration of Covenants and Restrictions 4-7-77

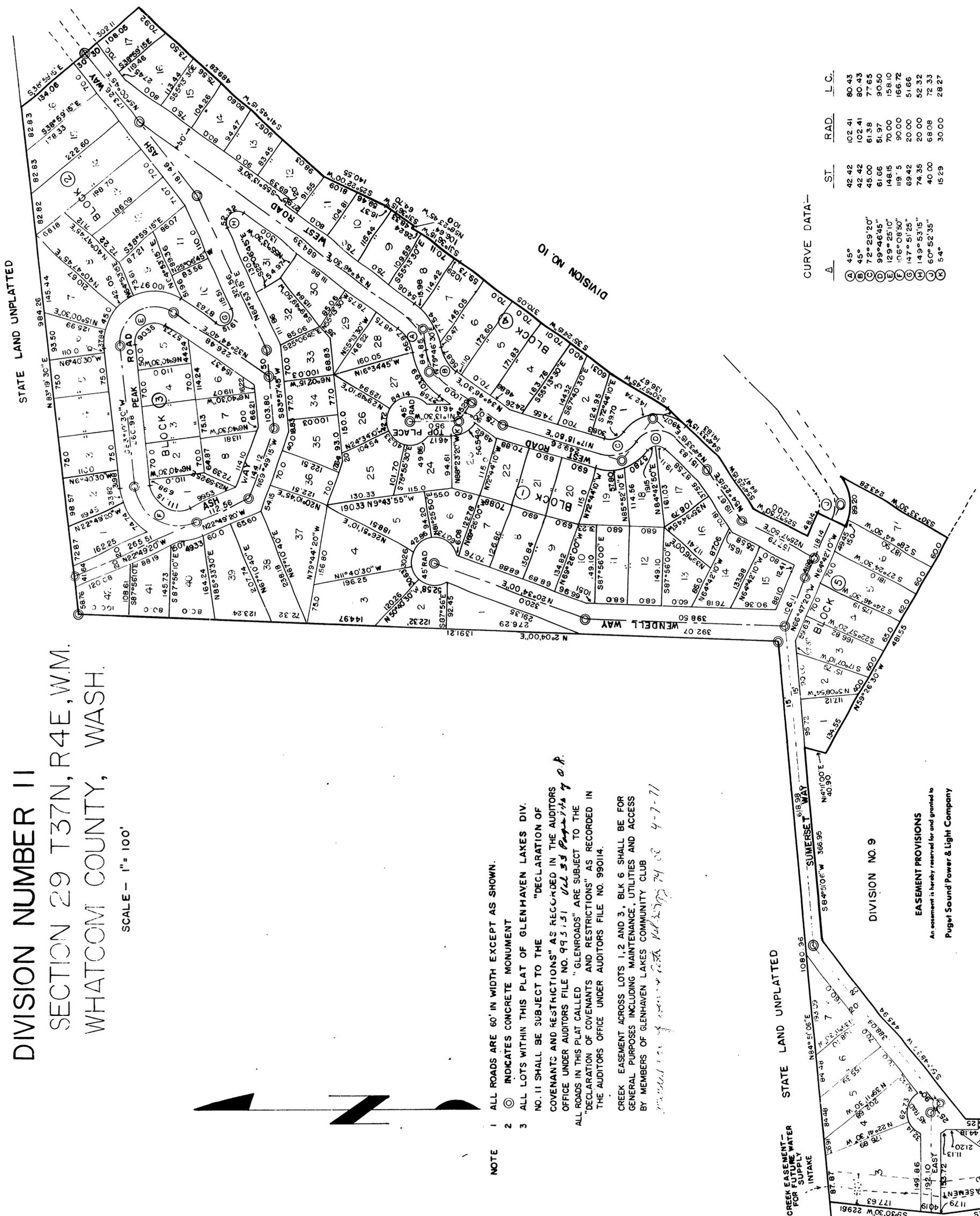
CURVE A Δ = 69° 28' ST = 90.00 RAD = 129.82 LC = 157.39	CURVE B Δ = 32° 54' ST = 60.00 RAD = 203.14 LC = 116.68	CURVE C Δ = 77° 07' 20" ST = 74.92 RAD = 93.98 LC = 126.49	CURVE D Δ = 47° 46' 20" ST = 50.00 RAD = 112.31 LC = 94.14	CURVE E Δ = 86° 46' 05" ST = 40.00 RAD = 42.32 LC = 64.08	CURVE F Δ = 69° 59' 30" ST = 154.33 RAD = 220.44 LC = 269.27	CURVE G Δ = 9° 00' 00" ST = 75.00 RAD = 173.70 LC = 117.05	CURVE H Δ = 84° 00' 00" ST = 50.00 RAD = 55.53 LC = 81.31	CURVE I Δ = 74° 01' 50" ST = 50.00 RAD = 66.32 LC = 85.68	CURVE J Δ = 60° 52' 33" ST = 40.00 RAD = 68.08 LC = 72.33	CURVE K Δ = 16° 45' 30" ST = 425.00 RAD = 2865 LC = 837.92	CURVE L Δ = 10° 38' 30" ST = 266.90 RAD = 2865.00 LC = 552.10
--	--	---	---	--	---	---	--	--	--	---	--



84

GLENHAVEN LAKES DIVISION NUMBER 11 SECTION 29 T37N, R4E, WM. WHATCOM COUNTY, WASH.

SCALE - 1" = 100'



NOTE 1 ALL ROADS ARE 60' IN WIDTH EXCEPT AS SHOWN.
 2 (C) INDICATES CONCRETE MONUMENT
 3 ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIV. NO. 11 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE AUDITORS OFFICE UNDER AUDITORS FILE NO. 993151. *Uch. 33 Page 14 of 18.*
 ALL ROADS IN THIS PLAT CALLED "GLENROADS" ARE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE AUDITORS OFFICE UNDER AUDITORS FILE NO. 990114.

CREEK EASEMENT ACROSS LOTS 1, 2 AND 3, BLK 6 SHALL BE FOR GENERAL PURPOSES INCLUDING MAINTENANCE, UTILITIES AND ACCESS BY MEMBERS OF GLENHAVEN LAKES COMMUNITY CLUB
Handwritten note: recorded in the Auditor's Office Vol. 3, Page 74 of 84 4-7-71

STATE LAND UNPLATTED
 CREEK EASEMENT FOR FUTURE WATER SUPPLY INTAKE
 SUMERSET WAY
 WENDELL WAY
 DIVISION NO. 9

EASEMENT PROVISIONS
 An easement is hereby reserved for and granted to
Puget Sound Power & Light Company

and their respective successors and assigns under and upon the anterior 5 feet of front and rear boundary lines and under and upon the anterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the stream for the same purposes.

All permanent utility services shall be provided by underground service exclusively.

CURVE DATA-

A	ST	RAD.	L.C.
(A)	42.42	102.41	80.43
(B)	42.42	102.41	80.43
(C)	45.00	61.38	77.65
(D)	61.66	51.97	90.50
(E)	148.15	70.00	158.10
(F)	119.15	90.00	166.72
(G)	69.42	20.00	51.66
(H)	74.35	20.00	52.32
(I)	40.00	68.08	72.33
(J)	15.29	30.00	28.27
(K)			



EXHIBIT M

GLENHAVEN LAKES DIVISION NUMBER 12

SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUD S. KNUDSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 12, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE S½ SEC. 29 T37N, R4E, W. M. DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 3 BEING AN INTERSECTION OF THE WEST BOUNDARY OF THE CAIN LAKE ROAD AND THE NORTH BOUNDARY OF SAID PLAT, THENCE N 86° 55' 43" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 256.00 FEET MORE OR LESS TO AN INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 8, THENCE N 52° 39' 30" W AND FOLLOWING THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 8 322.34'; THENCE N 64° W 80' MORE OR LESS TO THE HIGH WATER LINE ON THE WEST SIDE OF REED LAKE, THENCE NORTHERLY AND FOLLOWING THE SAID HIGH WATER LINE TO AN INTERSECTION WITH THE NORTHERLY BOUNDARY OF BLOCK 1 OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 9; THENCE N 64° W AND FOLLOWING SAID BOUNDARY OF SAID BLOCK 1 470.00' MORE OR LESS; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.64' AND A CENTRAL ANGLE OF 101° 12' 43.52", THENCE N 37° 12' 00" E AND CONTINUING TO FOLLOW THE EASTERLY BOUNDARY OF THE SAID PLAT OF DIV. NO. 9, 215.43'; THENCE N 27° 43' 45" E, 367.71'; THENCE N 58° 42' 25" E, 580.12'; THENCE EAST 02.74'; THENCE SOUTH EASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30' AND A CENTRAL ANGLE OF 98° 50' 50", 50.18' MORE OR LESS TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THE CAIN LAKE ROAD; THENCE SOUTHERLY AND FOLLOWING THE WEST BOUNDARY OF CAIN LAKE ROAD ON A CURVE HAVING A RADIUS OF 2895.00' AND A CENTRAL ANGLE OF 9° 06' 35", 409.73'; THENCE S 2° 15' 45" E, 574.80'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5700.00' AND A CENTRAL ANGLE OF 5° 20', 530.54'; THENCE S 3° 04' 15" W, 65.63' TO THE POINT OF BEGINNING.

(SEAL)



REGISTERED PROFESSIONAL ENGINEER

Edward M. Paulsen
REGISTERED PROFESSIONAL LAND SURVEYOR



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 95818 IN VOLUME 8, PAGE 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA K. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING. (SEE FOOTNOTE BELOW)

IN WITNESS WHEREOF WE HAVE HEREONTO SET OUR HANDS THIS 28th DAY OF July, 1965.

IVA WHITTAKER TRUDELL & GENERAL BUILDING INC.
FEE SIMPLE OWNERS
BY *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT

BY *Glen Corning*
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

FOOTNOTE: TRACTS 'A' AND 'B' AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 28th DAY OF July, 1965, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS TO GENERAL BUILDING INCORPORATED AND FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING. I, WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel D. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 29th DAY OF July, 1965.

(SEAL)

[Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 29th DAY OF July, 1965.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 29th DAY OF July, 1965.

CLERK OF THE BOARD

[Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

[Signature], COUNTY TREASURER OF WHATCOM, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 28th DAY OF July, 1965.

(SEAL)

[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF *[Signature]* ON THIS 28th DAY OF July, 1965 AT 10:30 A.M. MINUTES PAST 10:30 A.M. AND RECORDED IN VOLUME 44 OF PLATS, PAGES 80-81 OF SAID COUNTY.

(SEAL)

[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

NOTE: ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIV. NO. 12 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS' FILE NUMBER _____

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 28th DAY OF July, 1965, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA K. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND PURPOSES THEREIN MENTIONED, AND PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING. I, WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel D. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

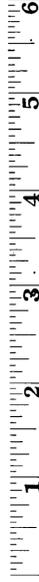


EASEMENT PROVISIONS

An easement is hereby reserved for and granted to
Puget Sound Power & Light Company

and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone services, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

All permanent utility services shall be provided by underground service exclusively.

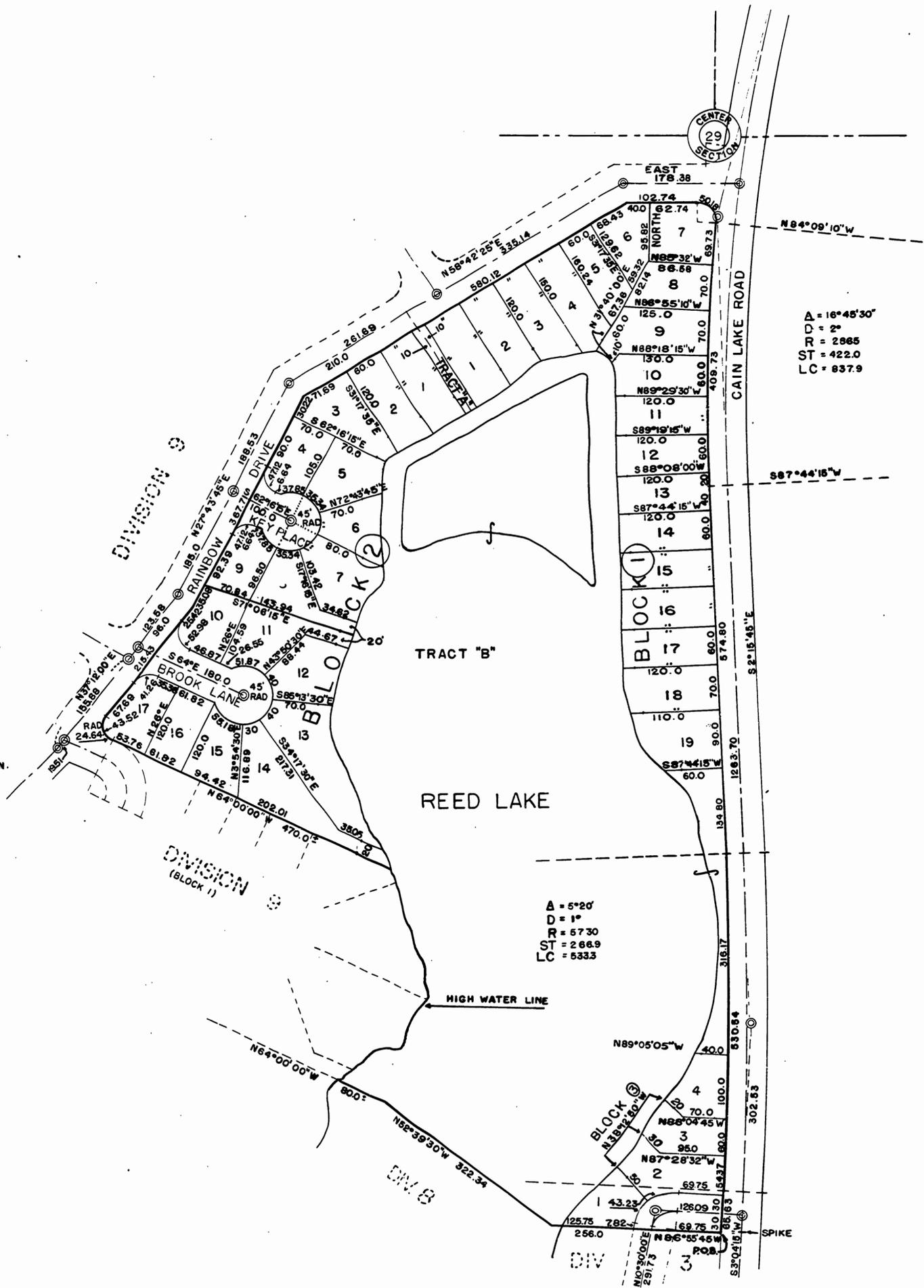


GLENHAVEN LAKES
DIVISION NUMBER 12
 SECTION 29 T37N, R4E, W.M.
 WHATCOM COUNTY, WASHINGTON
 SCALE 1 INCH = 100 FEET



NOTE

1. ALL CORNER RADI ARE 30' UNLESS OTHERWISE SHOWN.
2. ⊙ INDICATES CONCRETE MONUMENTS.
3. ALL ROADS ARE 60' IN WIDTH.
4. • INDICATES IRON PIPE SET ON LOT LINE.





THE BELLINGHAM HERALD

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
450919	0004149668	PUBLIC HEARING NOTICE Whatcom County Co	86601 OP	\$342.24	1	10.22 In

Attention: Marina Engels

WHATCOM CO COUNCIL
311 GRAND AVE STE 105
BELLINGHAM, WA 982254038

PUBLIC HEARING NOTICE

Whatcom County Council will have a public hearing, will consider adopting, and may amend the following at its May 7, 2019 meeting, or at a later date: **ORDINANCE GRANTING GLENHAVEN LAKES CLUB INC. A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES (AB2019-167):** This ordinance grants a 25 year non-exclusive franchise to construct, erect, alter, lay, extend, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, and across and along certain roads and other areas in Whatcom County, Washington. The franchise area means all public county roads, county public ways, county property, and platted right of way as dedicated within the following plats: Glenhaven Lakes, according to the plat thereof, recorded in Volume 9 of Plats, Pages 35 and 36; Glenhaven Lakes Division Number 2, according to the plat thereof, recorded in Volume 9, Pages 39 and 40; Glenhaven Lakes Division Number 3, according to the plat thereof, recorded in Volume 9 of Plats, Pages 47 and 48; Glenhaven Lakes Division Number 4, according to the plat thereof, recorded in Volume 9, Pages 51 and 52; Glenhaven Lakes Division Number 5, according to the plat thereof, recorded in Volume 9, Pages 55, 56, and 57; Glenhaven Lakes Division Number 6, according to the plat thereof, recorded in Volume 9, Pages 62 and 63; Glenhaven Lakes Division Number 7, according to the plat thereof, recorded in Volume 9, Pages 66 and 67; Glenhaven Lakes Division Number 8, according to the plat thereof, recorded in Volume 9, Pages 69 and 70; Glenhaven Lakes Division Number 9, according to the plat thereof, recorded in Volume 9, Pages 73 and 74; Glenhaven Lakes Division Number 10, according to the plat thereof, recorded in Volume 9, Pages 77 and 78; Glenhaven Lakes

AB 2019-167

VICTORIA RODELA, being duly sworn, deposes and says: That he/she is the Principal Clerk of , a daily newspaper printed and published in Bellingham, Whatcom County, State of Washington, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in , as amended, for:

2 Insertions

Published On:
April 27, 2019, May 04, 2019



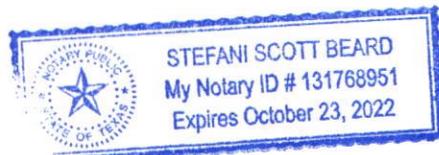
(Principal Clerk)

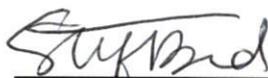
Subscribed and sworn on this 6th day of May in the year of 2019 before me, a Notary Public, personally appeared before me Victoria Rodela known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

RECEIVED

MAY 10 2019

WHATCOM COUNTY COUNCIL





Notary Public in and for the state of Texas, residing in Dallas County

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Division Number 11, according to the plat thereof, recorded in Volume 9, Pages 83 and 84; Glenhaven Lakes Division Number 12, according to the plat thereof, recorded in Volume 9, Pages 80 and 81; Situate in Whatcom County, Washington. Council introduced the above at its March 26 meeting. Public documents are available for review in the Council Office, 311 Grand Avenue, Bellingham, and at www.co.whatcom.wa.us/council. Meetings are in the Council Chambers, same address, at 7:00 p.m., unless otherwise announced. The Council Chambers is handicapped accessible. People with special needs or disabilities who will be attending this meeting are asked to please contact our office (360-778-5010 or 800-676-6757) at least 96 hours in advance, so that we may make any needed accommodations. If interpretive services or transportation is needed, please call more than two days ahead of time.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-285

File ID:	AB2019-285	Version:	1	Status:	Introduced
File Created:	05/06/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		

First Assigned to: Council Special Committee of the Whole

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: RBrowne@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council

Attachments: Ordinance (Clean Version), Ordinance (Redline/Strikeout), Aspen Apprenticeship

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE TITLE 3, REQUIRING THAT PUBLIC FUNDS USED FOR CONSTRUCTION PROJECTS DO DOUBLE DUTY BY ALSO PROVIDING APPRENTICES WITH JOB TRAINING HOURS TO MEET THE REQUIREMENTS NECESSARY TO BECOME THE NEXT GENERATION OF SKILLED TRADES PERSONS

WHEREAS, a highly skilled workforce is essential for enhancing economic growth and the continued prosperity of all our citizens; and

WHEREAS, shortages of skilled construction workers limit job growth and affect our economy. This "skills gap" problem will continue to grow, due to the large numbers of skilled worker retirements and increased construction activity; and

WHEREAS, the Aspen Institute and others have identified that the number one reason over 50% of apprentices fail to complete their training is they don't get enough on the job training hours to meet the certification requirements in a reasonable time and recommends that it is good public policy to use public works contracts to provide apprentices with the job training hours necessary to graduate; and

WHEREAS, the responsibility to train the next generation of skilled workers rests with both the public and private sectors and must be done before too much of the knowledge and experience of existing skilled workers is lost due to retirements; and

WHEREAS, apprenticeship is a proven, highly-effective training model allowing entry-level workers to gain experience in a highly skilled occupation through a combination of on-the-job training and classroom instruction; and

WHEREAS, growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow; and

WHEREAS, growing participation and establishing robust apprenticeship programs will provide a clear pathway for a large segment of high school graduates seeking family wage careers and will create a greater pool of skilled workers for all contractors, organized or independent; and

WHEREAS, Washington's traditional sources of high-wage, low-skilled work (forests and factories) are declining due to automation and global trade. For there to be an increase in wages, there needs to be both an increase in the use of technology and highly-skilled workers. If employers cannot find trained workers in Whatcom County, they will look to other places to locate their business facilities and create jobs; and

WHEREAS, apprenticeship programs can provide opportunity for disadvantaged youth and other individuals whose education has been disrupted to "learn and earn" their way to career path that offers the promise of a stable family wage future; and

1 **WHEREAS**, women and racial minorities have traditionally been under represented
2 within the skilled trades; and
3

4 **WHEREAS**, Whatcom County is committed to working in partnership with labor,
5 business and the Washington State Apprenticeship and Training Council to create a skilled
6 workforce that reflects the diversity of our population and promotes community
7 development; and
8

9 **WHEREAS**, Whatcom County aspires to have the percentages of Apprentices who
10 are women, disadvantaged youth, and those who are racial minorities be more reflective of
11 the makeup of the County's population; and
12

13 **WHEREAS**, the need to provide more family-wage jobs is reflected in the County's
14 Comprehensive Plan, and the County is seeking to encourage cooperative educational
15 opportunities responsive to the changing needs of the workplace, both locally while
16 increasing economic stability throughout Whatcom County; and
17

18 **WHEREAS**, since the 1990s, city, county, and port governments in Washington
19 State have proven that apprenticeship utilization programs increase the number of people
20 training as registered apprentices; and
21

22 **WHEREAS**, with RCW 39.04.320 the Washington State Legislature recognized in
23 2005 the importance of apprenticeship training programs and expanded requirements that
24 state agencies require 15% of total labor hour be performed by approved apprentices for
25 projects that cost \$1 million or more; and
26

27 **WHEREAS**, between 2006 and 2009, the number of registered apprentices actively
28 training in Washington doubled after the state legislature expanded apprentice utilization in
29 state public works contracting, with building and construction trades leading the way; and
30

31 **WHEREAS**, since 2012 all contractors operating in Whatcom County seeking to win
32 state funded public works contracts are already required by RCW 39.04.320 to ensure that
33 no less than fifteen percent of the labor hours will be performed by apprentices on projects
34 for school districts and four-year institutions of higher education estimated to cost one
35 million dollars or more; and
36

37 **WHEREAS**, a joint study from Washington General Administration and the
38 Washington Department of Labor and Industries concluded that the state's apprentice
39 utilization program is successful; and
40

41 **WHEREAS**, the County finds that it would be in the best interests of the public
42 health, safety and welfare for the County to implement an apprenticeship utilization goal
43 which encourages employment of apprentices by requiring minimum level of 15%
44 apprentice employment as a requirement in the awarding of qualifying public works
45 construction contracts greater than \$1,000,000.
46

47 **NOW, THEREFORE, BE IT RESOLVED**, that the County Code shall be amended to
48 include a new chapter "CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS" as
49 detailed in the attached Exhibit A; and
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EXHIBIT A

Whatcom County Code Chapter X.XX
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

Sections:

- X.XX.010 Definitions
- X.XX.020 Use of apprentices required for public works
- X.XX.030 Administration
- X.XX.040 EAP utilization plan
- X.XX.050 Exceptions and waivers
- X.XX.060 Monitoring
- X.XX.070 Reporting
- X.XX.080 Remedies
- X.XX.090 Emergencies

X.XX.010 Definitions.

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- (1) "Apprentice" means an apprentice registered in an Approved Apprenticeship Program.
- (2) "Approved Apprenticeship Program" means an apprenticeship training program which is approved or recognized by the Washington State Apprenticeship and Training Council.
- (3) "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.
- (4) "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.
- (5) "Minimum Apprentice Labor Hours" refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours. The minimum percentage of apprentice labor hours by project shall be:
 - a. For contracts less than \$1,000,000 there shall be no requirement;
 - b. For contracts advertised for bid before January 1, 2021 there shall be no requirement;
 - c. For contracts advertised for bid on or after January 1, 2021 estimated to cost three million dollars or more, no less than ten percent of the labor hours shall be performed by Apprentices.
 - d. For contracts advertised for bid on or after January 1, 2022 estimated to cost two million dollars or more, no less than twelve percent of the labor hours shall be performed by Apprentices.

- 1 e. For contracts advertised for bid on or after January 1, 2023, estimated to cost
2 one million dollars or more, no less than fifteen percent of the labor hours
3 shall be performed by Apprentices.
4
- 5 (6) "Employee apprenticeship program (EAP)" refers to the requirements of this chapter
6 and any administrative regulations applicable thereto.
7
- 8 (7) "EAP coordinator" refers to the person designated by the County Executive to
9 administer and coordinate the employee apprenticeship program.
10
- 11 (8) "EAP utilization plan" refers to the plan for utilization of apprenticeship labor in a
12 public work project.
13
- 14 (9) "Estimated cost" shall mean the anticipated cost of a public work, as determined by
15 the County, based upon the expected costs of materials, supplies, equipment, and
16 labor, but excluding taxes and contingency funds.
17
- 18 (10) "Notice to proceed" refers to the written authorization to the contractor under
19 the public work contract to commence work.
20
- 21 (11) "Public work" refers to all County funded construction projects that constitute
22 a public work pursuant to RCW 39.04.010 as now or hereafter amended and
23 estimated to cost \$1,000,000 or more.
24
- 25 (12) "Subcontractor" means a person, corporation, partnership, limited liability
26 company, or joint venture that has contracted with the contractor to perform all or
27 part of the work to construct a public work by a contractor.
28
29

30 **X.XX.020 Use of apprentices required for public works.**
31

32 Apprentices shall be utilized on the construction of all public works in accordance with this
33 chapter.
34

35 **X.XX.030 Administration.**
36

- 37 (1) Apprenticeship Program Goal.
38 All contractors and subcontractors constructing or involved with the construction of
39 public works, and all service providers involved with the construction of a public work,
40 shall ensure that the combined Minimum Apprentice Labor Hours applicable for the size
41 and bid date of the contract are performed by Apprentices.
- 42 (2) Contract Requirements.
43 Contracts for such construction projects shall include provisions detailing the
44 apprentice labor requirements. The EAP coordinator shall develop the necessary bid
45 documents and contract specification language to implement the requirements of this
46 chapter.
47
- 48 (3) Submission of EAP Utilization Plan.
49 All contractors shall submit an EAP utilization plan and shall meet with the EAP
50 coordinator to review said EAP utilization plan prior to being issued a notice to
51 proceed. Failure to submit an EAP utilization plan may be grounds for the County to

1 withhold remittance of a progress payment until such plan is received from the
2 responsible contractor. A meeting with the EAP coordinator prior to issuance of a
3 notice to proceed shall be excused only when the EAP coordinator is unavailable to
4 meet prior to the scheduled date for issuance of the notice to proceed and the
5 contractor and the EAP coordinator have otherwise scheduled a meeting for the
6 coordinator to review the contractor's plan. The contractor shall be responsible for
7 meeting the EAP utilization goal requirements of the contract, including all
8 amendments and change orders thereto, and shall be responsible for overall
9 compliance for all hours worked by subcontractors. To the extent practical, the
10 contractor shall recruit apprentices from multiple trades or crafts.

11
12 **X.XX.040 EAP utilization plan.**

13
14 The EAP utilization plan shall meet the following requirements:

- 15 (1) Shall be submitted on forms prepared or approved by the EAP coordinator;
- 16 (2) Shall specify the planned labor hours for each trade or craft;
- 17 (3) Shall provide for quarterly reports, as well as a final report, indicating the total labor
18 hours and the apprenticeship hours utilized by the contractor and all subcontractors
19 on the project; and
- 20 (4) Shall include a description of how the contractor will satisfy the EAP utilization goal
21 on the particular public work project and include a summary of outreach and
22 recruitment procedures to hire apprentices to work on the project.

23
24 **X.XX.050 Exceptions and waivers.**

25
26 During the term of a construction contract subject to this chapter, the County may reduce
27 or waive the apprentice labor hour goals upon determination that:

- 28 (1) The contractor has demonstrated that it has utilized best efforts to meet the
29 established percentage requirement but remains unable to fulfill the goal;
- 30 (2) The contractor has demonstrated that insufficient apprentices are available to meet
31 the EAP utilization goals;
- 32 (3) The reasonable and necessary requirements of the contract render apprentice
33 utilization infeasible at the required levels;
- 34 (4) There exists a disproportionately high ratio of material costs to labor hours, which
35 does not make feasible the required minimum level of apprentice participation;
- 36 (5) There is no evening classes within 30 miles, or day classes within a 100 miles of the
37 job site that the Apprentice can attend to meet the school requirements of their
38 apprenticeship;
- 39 (6) To the extent that apprentice labor hour goals are in conflict with funding
40 agreements in place, including federal aid projects, in connection with the public
41 work; or
- 42 (7) For reasons deemed appropriate by the County Executive and not inconsistent with
43 the purpose and goals of this chapter.

44
45 **X.XX.060 Monitoring.**

46
47 The County shall implement a system for monitoring the actual use of apprentices in
48 construction projects subject to this chapter. Such monitoring shall include identifying
49 individual apprentices by name and Washington State apprenticeship registration number;
50 reviewing documents provided by the contractor showing total apprentice labor hours;
51 determining the apprentice hours worked by minorities, disadvantaged youth, and women,

1 and as available, persons with disabilities and economically disadvantaged youth; and
2 assessing whether the contractor has complied with the apprenticeship requirement
3 established in its contract.

4
5 **X.XX.070 Reporting.**
6

7 The County Executive shall report to the County Council annually upon the use of
8 apprentices for public work projects. The report shall include, to the extent it is available:

- 9 (1) The percentage of labor hours actually worked by apprentices on each project and
10 the total number of labor hours on each project;
11 (2) The number of apprentices by contractor broken down by trade and craft category;
12 (3) The number and percentage of minorities, women, persons with disabilities and
13 disadvantaged youth utilized as apprentices on each project;
14 (4) The number of new apprentices indentured during the reporting year as a result of
15 the County's apprenticeship requirements; and
16 (5) The percentage of apprentices in training on County projects who have graduated to
17 journey level during the reporting year.
18 (6) All exemptions and waivers granted under section X.XX.050
19

20 **X.XX.080 Remedies.**
21

22 Failure by a contractor to comply with established apprenticeship requirements, unless
23 otherwise waived or excused in writing by the County Executive pursuant to X.XX.050, shall
24 be deemed a breach of contract for which the County shall be entitled to all remedies
25 allowed by law and under the contract. Failure to comply with the apprenticeship
26 requirements may also be considered evidence bearing on a contractor's qualification for
27 award of future contracts with the County.
28

29
30 **X.XX.090 Emergencies.**
31

32 This chapter shall not apply in the event of an emergency. For the purposes of this section,
33 "emergency" means unforeseen circumstances beyond the control of the County that either:
34 (a) present an immediate threat to the proper performance of essential functions; or (b) will
35 likely result in material loss or damage to property, bodily injury, or loss of life if immediate
36 action is not taken.

1 **WHEREAS**, women and racial minorities have traditionally been under represented
2 within the skilled trades; and

3
4 **WHEREAS**, Whatcom County is committed to working in partnership with labor,
5 business and the Washington State Apprenticeship and Training Council to create a skilled
6 workforce that reflects the diversity of our population and promotes community
7 development; and

8
9 **WHEREAS**, Whatcom County aspires to have the percentages of Apprentices who
10 are women, disadvantaged youth, and those who are racial minorities be more reflective of
11 the makeup of the County's population; and

12
13 **WHEREAS**, the need to provide more family-wage jobs is reflected in the County's
14 Comprehensive Plan, and the County is seeking to encourage cooperative educational
15 opportunities responsive to the changing needs of the workplace, both locally while
16 increasing economic stability throughout Whatcom County; and

17
18 **WHEREAS**, since the 1990s, city, county, and port governments in Washington
19 State have proven that apprenticeship utilization programs increase the number of people
20 training as registered apprentices; and

21
22 **WHEREAS**, with RCW 39.04.320 the Washington State Legislature recognized in
23 2005 the importance of apprenticeship training programs and expanded requirements that
24 state agencies require 15% of total labor hour be performed by approved apprentices for
25 projects that cost \$1 million or more; and

26
27 **WHEREAS**, between 2006 and 2009, the number of registered apprentices actively
28 training in Washington doubled after the state legislature expanded apprentice utilization in
29 state public works contracting, with building and construction trades leading the way; and

30
31 **WHEREAS**, since 2012 all contractors operating in Whatcom County seeking to win
32 state funded public works contracts are already required by RCW 39.04.320 to ensure that
33 no less than fifteen percent of the labor hours will be performed by apprentices on projects
34 for school districts and four-year institutions of higher education estimated to cost one
35 million dollars or more; and

36
37 **WHEREAS**, a joint study from Washington General Administration and the
38 Washington Department of Labor and Industries concluded that the state's apprentice
39 utilization program is successful; and

40
41 **WHEREAS**, the County finds that it would be in the best interests of the public
42 health, safety and welfare for the County to implement an apprenticeship utilization goal
43 which encourages employment of apprentices by requiring minimum level of 15%
44 apprentice employment as a requirement in the awarding of qualifying public works
45 construction contracts greater than \$1,000,000.

46
47 **NOW, THEREFORE, BE IT RESOLVED**, that the County Code shall be amended to
48 include a new chapter "CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS" as
49 detailed in the attached Exhibit A; and

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NOW, THEREFORE, BE IT FURTHER RESOLVED, that should the City of Bellingham adopt a similar apprenticeship requirement language in the future that Whatcom County shall consult with the City of Bellingham for the purpose of harmonizing City and County code requirements.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

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EXHIBIT A

Whatcom County Code Chapter X.XX
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

Sections:

- X.XX.010 Definitions
- X.XX.020 Use of apprentices required for public works
- X.XX.030 Administration
- X.XX.040 EAP utilization plan
- X.XX.050 Exceptions and waivers
- X.XX.060 Monitoring
- X.XX.070 Reporting
- X.XX.080 Remedies
- X.XX.090 Emergencies

X.XX.010 Definitions.

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- (1) "Apprentice" means an apprentice registered in an Approved Apprenticeship Program.
- (2) "Approved Apprenticeship Program" means an apprenticeship training program which is approved or recognized by the Washington State Apprenticeship and Training Council.
- (3) "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.
- (4) "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.
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 - b. For contracts advertised for bid before January 1, 2021 there shall be no requirement;
 - c. For contracts advertised for bid on or after January 1, 2021 estimated to cost three million dollars or more, no less than ten percent of the labor hours shall be performed by Apprentices.
 - d. For contracts advertised for bid on or after January 1, 2022 estimated to cost two million dollars or more, no less than twelve percent of the labor hours shall be performed by Apprentices.

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7
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16 labor, but excluding taxes and contingency funds.
17
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19 the public work contract to commence work.
20
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23 estimated to cost \$1,000,000 or more.
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- 25 (12) "Subcontractor" means a person, corporation, partnership, limited liability
26 company, or joint venture that has contracted with the contractor to perform all or
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19 on the project; and
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21 on the particular public work project and include a summary of outreach and
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23
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25
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27 or waive the apprentice labor hour goals upon determination that:

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29 established percentage requirement but remains unable to fulfill the goal;
- 30 (2) The contractor has demonstrated that insufficient apprentices are available to meet
31 the EAP utilization goals;
- 32 (3) The reasonable and necessary requirements of the contract render apprentice
33 utilization infeasible at the required levels;
- 34 (4) There exists a disproportionately high ratio of material costs to labor hours, which
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- 36 (5) There is no evening classes within 30 miles, or day classes within a 100 miles of the
37 job site that the Apprentice can attend to meet the school requirements of their
38 apprenticeship;
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40 agreements in place, including federal aid projects, in connection with the public
41 work; or
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43 the purpose and goals of this chapter.

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45 **X.XX.060 Monitoring.**

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47 The County shall implement a system for monitoring the actual use of apprentices in
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49 individual apprentices by name and Washington State apprenticeship registration number;
50 reviewing documents provided by the contractor showing total apprentice labor hours;
51 determining the apprentice hours worked by minorities, disadvantaged youth, and women,

1 and as available, persons with disabilities and economically disadvantaged youth; and
2 assessing whether the contractor has complied with the apprenticeship requirement
3 established in its contract.

4
5 **X.XX.070 Reporting.**
6

7 The County Executive shall report to the County Council annually upon the use of
8 apprentices for public work projects. The report shall include, to the extent it is available:

- 9 (1) The percentage of labor hours actually worked by apprentices on each project and
10 the total number of labor hours on each project;
11 (2) The number of apprentices by contractor broken down by trade and craft category;
12 (3) The number and percentage of minorities, women, persons with disabilities and
13 disadvantaged youth utilized as apprentices on each project;
14 (4) The number of new apprentices indentured during the reporting year as a result of
15 the County's apprenticeship requirements; and
16 (5) The percentage of apprentices in training on County projects who have graduated to
17 journey level during the reporting year.
18 (6) All exemptions and waivers granted under section X.XX.050
19

20 **X.XX.080 Remedies.**
21

22 Failure by a contractor to comply with established apprenticeship requirements, unless
23 otherwise waived or excused in writing by the County Executive pursuant to X.XX.050, shall
24 be deemed a breach of contract for which the County shall be entitled to all remedies
25 allowed by law and under the contract. Failure to comply with the apprenticeship
26 requirements may also be considered evidence bearing on a contractor's qualification for
27 award of future contracts with the County.
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30 **X.XX.090 Emergencies.**
31

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33 "emergency" means unforeseen circumstances beyond the control of the County that either:
34 (a) present an immediate threat to the proper performance of essential functions; or (b) will
35 likely result in material loss or damage to property, bodily injury, or loss of life if immediate
36 action is not taken.



APPRENTICESHIP

Completion and Cancellation
in the Building Trades

MATT HELMER AND DAVE ALTSTADT

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Completion and Cancellation in the Building Trades

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Key Terms

Active Apprentices Active apprentices are still enrolled in their apprenticeship program. For the purposes of calculating completion rates in apprenticeship, active apprentices also include those who are suspended or have been reinstated.

Advanced Standing Apprentices who have prior experience in the trades or prior technical instruction may be granted credit toward their apprenticeship, thus reducing the number of required training hours. These apprentices with credits are referred to as having advanced standing.

Apprenticeship Program Sponsors An apprenticeship sponsor can be an individual employer, employer association, or partnership between employers and labor unions. Sponsors recruit, screen and hire apprentices, and develop the agreements with apprentices that determine the length and content of the training and the wages an apprentice will earn.

Cancelled Apprentices Cancelled apprentices are those whose training agreement with their sponsoring employer has ended. Apprentices or employers can initiate the process to end the training contract.

Completed Apprentices Completed apprentices have finished their on-the-job and classroom training requirements. These apprentices receive a credential from the Office of Apprenticeship or the State Apprenticeship Agency certifying that they completed their apprenticeship and acquired the necessary skills to be a journey worker.

Journey worker A journey worker is an apprentice who has completed his or her program of study and demonstrated proficiency in a trade.

Pre-apprenticeship Program Pre-apprenticeship program is the term most commonly used to describe workforce development programs that prepare people, particularly low-income individuals and non-traditional construction workers such as women and minorities, to enter employment or apprenticeship in the construction trades.

Probationary Period An apprentice's probationary period is up to one year or 25 percent of the length of the apprenticeship, whichever is less, according to the U.S. Department of Labor. The probationary period has traditionally been used by apprenticeship sponsors and apprentices to determine if the apprenticeship contract is beneficial to both parties.¹

Registered Apprenticeship Registered Apprenticeship programs — operated by employers, employer associations and labor-management partnerships — offer workers an opportunity to earn a wage by working at a job site while learning a skilled trade through a combination of on-the-job training (OJT) and related technical instruction (RTI) or classroom instruction. The federal labor department's Office of Apprenticeship (OA) and State Apprenticeship Agencies (SAAs) administer Registered Apprenticeship programs.

Reinstated Apprentices Reinstated apprentices previously registered in a Registered Apprenticeship, cancelled, and then re-registered in a program within the same trade. Reinstated apprentices are considered active in calculating completion and cancellation rates.

Suspended Apprentices An apprenticeship may be temporarily suspended due to misconduct by the apprentice, health-related issues, or other circumstances affecting the apprentice's ability to work and participate in training. Suspended apprentices are considered active apprentices when calculating completion and cancellation rates.

¹ U.S. Department of Labor, Employment and Training Administration, "At a Glance: Probationary Periods and Cancellations Apprenticeship Final Rule, 29 CFR Part 29," October 29, 2008, http://www.doleta.gov/oa/pdf/Probationary_Periods_Cancellations.pdf (accessed 10 March 2013).

Executive Summary

Registered Apprenticeship has been a valuable training approach in the construction industry and other sectors for decades. The National Apprenticeship Act (Fitzgerald Act), first enacted in 1937, helped create over 25,000 Registered Apprenticeship programs across the country. In 2011, approximately 130,000 individuals entered a Registered Apprenticeship program and nearly 400,000 overall were active in a program.² Registered Apprenticeship programs provide individuals with an opportunity to “earn and learn” through a training model that combines related technical instruction (RTI) or classroom instruction with structured and paid on-the-job training (OJT) experiences. Dependent largely upon private funding, apprenticeship training is driven by employer demand, which affects both the training content and the number of workers trained. By developing workers with the skills that employers need, apprenticeship programs help provide the construction industry with a reliable pipeline of skilled workers. For workers, Registered Apprenticeship in construction offers a clear path to a well-paying career. Apprentices have the opportunity to develop a skilled craft through both classroom experience and hands-on experiential learning on the job site. They also earn a paycheck while they are training, which prevents them from having to make the difficult choice faced by so many workers between working or going to school.

Long viewed as the premier training system for the building trades, Registered Apprenticeship programs face some heightened pressure to increase the percentage of apprentices who complete training and attain a journey license. Missed career opportunities for unsuccessful apprentices, perceptions about the construction industry’s shrinking talent pool, and high training costs for employers are driving industry stakeholders to examine the issue of apprenticeship cancellation. Also raising concern is the high cancellation rate for minorities and women who are already under-represented in construction apprenticeships and in the industry’s workforce overall.

Many have sought in recent years to determine the magnitude and primary causes of apprenticeship cancellation, to learn how cancellation rates fluctuate over time, and to identify and implement effective ways to raise completion rates. Building upon these efforts, the Aspen Institute Workforce Strategies Initiative (AspenWSI) conducted this study, which analyzes national- and state-level data on apprenticeship cancellation rates, as well as findings from multiple field interviews about why some apprentices achieve journey-level status while others cancel out of apprenticeship programs. With support from the Annie E Casey Foundation, the AspenWSI study also presents emerging program strategies and policy recommendations designed to curb cancellation among building trades apprentices.

In an analysis of a national dataset from the Office of Apprenticeship and state datasets, AspenWSI found that:

- ▶ **Although apprenticeship completion rates vary, it is not uncommon for nearly half of construction apprenticeship agreements initiated in a given year to be cancelled.** Of the 121,000 apprenticeship agreements in construction started between 2006 and 2007 from the national data set, 46 percent were cancelled by May 2012. Of the remaining agreements, 36 percent were completed and 18 percent remained active. A literature review and analysis of data from individual states examined cancellation rates during time periods outside of the current recession and found that cancellation rates around 50 percent during times of economic growth are also not uncommon.
- ▶ **The Great Recession has led to high numbers of apprentices cancelling or taking longer to complete their programs.** Without work and the opportunity to accumulate OJT hours toward their training, apprentices may seek employment elsewhere or may take longer to complete their programs. Of construction apprentices in our national dataset who started their apprenticeship in 2008, 55 percent had already cancelled by May 2012, compared to only 44 percent of those who began their apprenticeship in 2006 before the recession began. Millions

² U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, “Registered Apprenticeship National Results: Fiscal Year 2011,” http://www.doleta.gov/OA/data_statistics.cfm (accessed 20 December 2012).

of construction jobs were also lost during the recession, which likely contributed to a large number of apprentices cancelling. Because of the recession, apprentices are taking longer to accumulate OJT training hours and complete their programs, which is lengthening the time they spend in their apprenticeship.

- ▶ **The majority of apprentices who cancel out of their programs do so during the first one to two years.** Nearly 57 percent of the cancelled apprenticeship agreements initiated between 2006 and 2007 from the OA national data set were cancelled within the first 24 months. State data also show high percentages of apprentices cancelled during the first and second year of training.
- ▶ **The timing of cancellation for many apprentices falls within their probationary period.** Apprentices' probationary period is up to one year or 25 percent of the length of the apprenticeship, whichever is less. During this period, an apprentice tries out a new career and employer while the apprenticeship program further assesses the apprentice's ability to work in the industry. For apprentices registered between 2006 and 2007 in a program with 8,000 hours training, which includes a mix of on-the-job training and classroom instruction, 26.5 percent of those who cancelled did so during the first 12 months, roughly the length of the probationary period. Of the apprentices who remained after the first year, 41 percent completed, while 40 percent cancelled and 19 percent remained active.³
- ▶ **Minorities tend to cancel at higher rates than their white counterparts.** Among apprentices who entered the system between 2006 and 2007, 49 percent of minorities cancelled and 32 percent completed, while 44 percent of whites cancelled and 38 percent completed.⁴ State-level data from Massachusetts, Washington and Wisconsin also show minority groups fare worse with apprenticeship than their white counterparts.
- ▶ **Women cancel out of construction apprenticeships at higher rates than men.** Of construction apprentices registered between 2006 and 2007, 51 percent of women cancelled versus 46 percent of men.⁵ Data sets on construction apprentices in Ohio, Washington, and Wisconsin also show men completing at much higher rates and cancelling at lower rates than women.
- ▶ **Apprentices with less formal education struggle to complete construction apprenticeships.** Slightly more than 44 percent of construction apprentices who registered between 2006 and 2007 with a high school diploma or more cancelled while 54 percent of those with a GED or less cancelled.⁶ State-level data from Washington also shows apprentices with higher education levels cancelling in lower percentages than those with lower levels of education.
- ▶ **The cancellation rate of apprentices varies by the age of apprentices when they register for their program, with those between ages 25-34 experiencing the lowest cancellation rate and highest completion rate.** Apprentices who registered between 2006 and 2007 between ages 25 and 34 had the lowest cancellation rate of all age groups at 44 percent, compared to 47 percent of those ages 16-24, 47 percent of those ages 35-44, and 52 percent of those 45 and over.⁷

³ It is important to note that we calculate completion rates differently from the Office of Apprenticeship. Our analysis looked at all apprenticeship agreements including those that cancelled regardless of when they cancelled. The Office of Apprenticeship calculates completion and cancellation using a methodology that does not include apprenticeship agreements cancelled within a "probationary period," which is up to one year or 25 percent of the length of the apprenticeship, whichever is less. For more information, please see http://www.doleta.gov/oa/bul10/Bulletin_2011-07_Completion_Rates.pdf.

⁴ Independent sample t-test revealed a statistically significant difference between minority and white apprentices' cancellation rates. $t(18.917)=13268, p=.000$

⁵ Independent sample t-test revealed a statistically significant difference between men's and women's cancellation rates. $t(5.822)=3190, p=.000$

⁶ Independent sample t-test revealed a statistically significant difference between those with a high school education or more and those with a GED or less. $t(-28.151), 43531, p=.000$

⁷ Independent sample t-test revealed a statistically significant difference between those ages 25-34 with all other groups: ages 16-24, $t(10.692)=97110, p=.000$; ages 35-44, $t(6.717), 30807, p=.000$; ages 45 and over, $t(11.458), 7048, p=.000$.

- ▶ **Cancellation rates differ among various construction occupations and between union and non-union programs.** Among construction apprenticeship agreements initiated between 2006 and 2007, 57 percent in non-union programs were cancelled by May of 2012, compared to 44 percent in union programs.⁸ Over the same time period, cancellations ranged from 22 percent in elevator installer and repair apprenticeship programs to 64 percent in roofing programs.
- ▶ **Apprentices who entered their program with advanced standing tended to complete faster and in higher percentages than those without prior credit.** Among apprenticeship agreements initiated between 2006 and 2007, 37 percent of those with credits awarded for either OJT or RTI, or both, have been completed and 46 percent cancelled. Slightly more than 48 percent of those without OJT or RTI credits cancelled and 31 percent completed.⁹
- ▶ **Apprenticeship completion rates in construction compare favorably to community college graduation rates.** Construction apprenticeship programs are not alone in facing challenges to improve their participants' completion rate. Only 22 percent of full-time students who enrolled in a community college for the first time in the fall semester of the 2003-2004 year earned a certificate or associate's degree at any institution within six years, according to a National Center for Education Statistics study.¹⁰ And, data in 2010 on all community college students by Complete College America also showed completion rates in certificate and degree programs below what we found in construction apprenticeship.

AspenWSI's field interviews and focus groups conducted with apprentices, journey workers, union and association representatives, employers, government officials, and other community stakeholders in Cincinnati and Milwaukee, as well as other sites, found that:

- ▶ **Several factors can make completing an apprenticeship challenging.** Several common barriers to completion were cited, including financial insecurities (frequent lay-offs, low wages, poor saving habits and other money management skills), unsupportive work environment (inhospitable or hostile workplaces, inadequate on-the-job training), unsupportive programs (inadequate classroom instruction, limited oversight of job sites, insufficient support), poor fit for work (unrealistic expectations for work and apprenticeship requirements, weak math skills, misconduct, poor performance), personal and life issues (difficulty balancing work, school and family responsibilities; other issues related to child care, transportation, mental health, substance abuse). For some, one factor was dominant. But, many cited several factors that, combined, led to cancellation. Limited data from federal and state Registered Apprenticeship authorities on the reasons for cancellation further restrict the ability to identify a primary driver of cancellation.
- ▶ **Apprenticeship completion is achievable if the right attitude, work environment and supports are in place.** Apprentices are more likely to complete an apprenticeship if they are committed to a career in construction, have a strong work ethic and determination to overcome obstacles, work and train in a supportive environment that includes opportunities to learn on the job from skilled journey workers, and have access to a supportive network that helps them address various challenges of apprenticeship in the construction industry.

Aspen WSI's research on efforts by some communities and industry stakeholders to improve the completion rates of construction apprentices through retention counseling, mentoring and other supportive services, found these promising strategies:

⁸ Independent sample t-test revealed a statistically significant difference between union apprentices and non-union apprentices. $t(34.874), 34140, p=.000$

⁹ Independent sample t-test revealed a statistically significant difference in cancellation between those without credits and those with credits. $t(7.52), 44257, p=.000$

¹⁰ A.W. Radford, L. Berkner, S.C. Wheelless and B. Shepherd, "Persistence and Attainment of 2003–04 Beginning Postsecondary Students: After 6 Years," NCES 2011-151, Washington, D.C.: U.S. Department of Education, National Center for Education Statistics, <http://nces.ed.gov/pubsearch> (accessed February 2, 2013).

- ▶ In **Cincinnati**, Partners for a Competitive Workforce funded a two-year pilot project in which a retention counselor provided services to a cohort of union and non-union apprentices entering their first year in fall 2011. The counselor organized several peer group sessions and provided math tutoring to academically under-prepared apprentices. Project officials, apprenticeship program staff and apprentices said the biggest benefit of having the retention counselor is that apprentices have someone to listen to their problems and encourage them to continue pursuing their studies and career ambitions. Overall, 46 of the original 57 apprentices involved in the pilot project, or 81 percent, were still active in their programs as of June 2013.
- ▶ In **Milwaukee**, the Wisconsin Regional Training Partnership and BIG STEP (WRTP/BIG STEP) developed mentorship programs with funding from the Wisconsin Department of Workforce Development. WRTP/BIG STEP worked with the National Electrical Contractors Association (NECA) and the local International Brotherhood of Electrical Workers (IBEW) to develop and pilot an “internal” mentoring program that brings together journey-level electricians and electrical apprentices. As of February 2012, IBEW had 21 active mentors, and according to a recent survey, 30 percent of apprentices in the pilot program had met with their mentors during the past month. WRTP/BIG STEP also is developing an “external” mentorship program to connect women and minority apprentices with journey workers who may be outside of their employment network working on other jobs or in other trades.
- ▶ In **Seattle**, Apprenticeship and Nontraditional Employment for Women (ANEW) manages an industry-developed Apprenticeship Academy to provide mentors and training to 14 apprentices, which is designed to enhance their communication, conflict resolution and leadership skills. In addition, the academy offers apprentices opportunities to play a role in community projects and to provide input on how to support equitable workplaces on their job sites. Selected by apprenticeship program directors, all 14 apprentices remain active in their programs. They also formed an alliance that became an official subcommittee of the Washington State Apprenticeship Training Council and are involved in driving policy and practice changes to support apprentice success. ANEW plans to annually recruit and train a cohort of apprentices for the Apprenticeship Academy.
- ▶ In **Oregon**, the state Department of Transportation (ODOT) provided fuel and transportation assistance over a three-year period to 274 apprentices in the highway trades, as well as child care supports to 171 apprentices, and job site mentoring and retention services to 1,033 apprentices. ODOT paid for these supportive services by utilizing a little-known federal provision permitting state transportation departments to use up to one-half of one percent of their annual federal surface transportation and bridge funding on training programs and support services for under-represented and disadvantaged populations. Among apprentices receiving supportive services between March 1, 2011, and August 31, 2012, 88 percent of the female and minority apprentices were still active on August 31, 2012, compared with 84 percent of white male apprentices, according to Oregon’s Bureau of Labor and Industries. Evaluation of this early-stage effort is still being conducted.

Given that apprenticeship completion can be challenging, particularly for women and minorities, AspenWSI offers several recommendations for consideration by policy makers, investors, pre-apprenticeship programs, apprenticeship programs and industry leaders.

- ▶ **Policymakers should invest in infrastructure projects that not only address growing concern about the condition of our nation’s infrastructure, but also keep more apprentices employed and in training, ensuring that our nation has a reliable construction workforce in the decades ahead.** To complete their programs, apprentices rely heavily upon employment opportunities to get their OJT hours. Many employment opportunities for apprentices could be generated by investments in building new highways, bridges, water and electrical systems, schools, hospitals, and more. More construction

projects alone, however, will not ensure apprentices get work on these projects. Apprenticeship utilization requirements, which guarantee that apprentices work a certain percentage of the total construction labor hours on a construction project, can help more apprentices access opportunities created by these investments and should be encouraged. Including a requirement for all contractors to participate in state or federally-registered apprenticeship programs on publicly funded projects would also help ensure these new projects are helping to increase demand for construction apprentices.

- ▶ **Policymakers should invest more resources to collect better data on apprentice outcomes, the reasons why apprentices cancel, and the different preparation, training and support strategies that lead to the best outcomes.** The experience of construction apprentices varies greatly and we need a stronger understanding of why apprentices succeed and fail in order to build stronger apprenticeship programs. With apprenticeship quickly expanding into other industries, more resources need to be provided to the Office of Apprenticeship to increase its data collection and evaluation capacities.
- ▶ **Policymakers should make public resources such as Workforce Investment Act (WIA) funds more accessible to apprenticeship programs to help provide support services to apprentices.** Apprenticeship programs and sponsors already assume the cost of training apprentices, and unlike other types of training and education, apprenticeship receives little in the way of public financing. More thinking is needed about how public funding streams could be leveraged to help pay for training, additional math tutoring, and support services. Making support services such as child care or transportation assistance available to apprentices through Department of Transportation funding or WIA would help address some of the barriers apprentices face in completing their programs.
- ▶ **Policymakers and investors should more strongly support pre-apprenticeship programs to improve long-term supports to apprentices.** Many pre-apprenticeship programs are successful at helping low-income individuals, including women and minorities, prepare for and enter construction apprenticeships. Pre-apprenticeship programs often struggle to find resources, however, to provide long-term support and assistance to apprentices. Ensuring that pre-apprenticeship programs have resources to support apprentices through the first year or two of their apprenticeship will increase their chances of success.
- ▶ **Investors and policymakers should help support, develop, and evaluate more mentoring and retention efforts, as well as encourage experimentation in strategies that support apprenticeship completion.** Pre-apprenticeship and apprenticeship programs are experimenting with promising strategies to address apprenticeship cancellation. Investing more resources to support these efforts and rigorously evaluating these strategies are needed to understand what is most effective in supporting the success of construction apprentices.
- ▶ **Pre-apprenticeship programs should build networking and mentoring opportunities for apprentices they place, and strive to support apprentices through the first year of their apprenticeship.** Pre-apprenticeship programs should use alumni and industry networks in order to build mentoring and networking opportunities for apprentices they place. In addition, pre-apprenticeship efforts should track and support apprentices through the first year of an apprenticeship when cancellation is most likely.
- ▶ **Apprenticeship programs should build in extra supports for the development of apprentices' math skills.** Math skills are critical to success in many of the construction careers. Many apprentices today, however, enter their apprenticeship with weak math skills, and some have not been in a classroom setting for some time. Apprenticeship programs should provide additional tutoring or instruction when possible, and partner with local community colleges or other organizations to help provide these supports.

- ▶ **Apprenticeship programs should experiment with flexible training options.** Many apprentices have family responsibilities. New classroom training options that ease the challenge of working and going to school at the same time should be considered.
- ▶ **Apprenticeship programs and industry leaders should increase oversight of OJT and job rotations.** Some apprentices are not receiving the OJT they need to develop the skills required to be successful. Stronger evaluation of the OJT apprentices are receiving and regular rotations to other employers is needed.
- ▶ **Apprenticeship programs and industry leaders should develop processes to fairly evaluate and provide credits toward an apprenticeship to apprentices with prior work or classroom experience.** Credit for prior work or classroom experience seems to help more apprentices complete their programs, but in some instances, the processes for awarding these credits seem unclear or subjective.
- ▶ **Apprenticeship programs and industry leaders should continue to foster a culture in the workplace and industry that does not tolerate abusive hazing or harassment, particularly of women and minorities.** The industry has improved its diversity in recent years, and those in the industry should continue to build on this progress.
- ▶ **Apprenticeship programs should also do more to leverage resources from pre-apprenticeship programs, community colleges and other community resources to help address the various barriers apprentices face.** Many organizations have services such as financial literacy instruction, math tutoring, and emergency supports that may help apprentices succeed.
- ▶ **Apprenticeship programs and industry stakeholders should develop more mentoring projects.** Apprentices have expressed a clear need to receive more mentoring and some pilot projects have demonstrated some early successes. To be effective, however, mentoring programs need resources, ongoing attention and regular evaluation.
- ▶ **Policymakers, investors and industry should work together to create more awareness among young adults, women, and minorities of apprenticeship and construction careers.** Industry stakeholders lament that they have lost their connection to the K-12 education system, and that young adults are unaware of or do not understand the different career options that construction offers. Women and minorities also are underrepresented in construction trades. More needs to be done to increase community outreach and awareness of construction careers, so these populations know about the career opportunities the industry offers.

The promising strategies to improve apprenticeship completion, mentioned earlier, in communities such as Milwaukee and Cincinnati, were developed by local leaders who identified and shared similar concerns about the apprenticeship cancellation rates in their regional labor markets. AspenWSI hopes construction industry stakeholders and their community partners elsewhere also will work to create dialogue around the issue of apprenticeship cancellation and develop strategies to support construction apprentices. Increasing completion rates ultimately will help employers, apprentices, and others ensure that the time, money, and resources they invest in Registered Apprenticeship are used more efficiently and effectively. AspenWSI hopes this report inspires conversations and innovative ideas at national and local levels about what can be done to improve one of our nation's greatest training models and to secure a skilled construction workforce in the years ahead.

Introduction

The United States faces a potential skills crisis in the building trades. The recent economic recession hollowed out the construction labor force, as employment levels in the industry precipitously declined from a peak of 7.7 million in 2007 to 5.6 million in 2012.¹¹ Long-term demographic trends also suggest that the construction workforce has aged substantially, with baby boomers making up more than 40 percent of the workforce.¹² Layoffs and retirements have further weakened the talent pool in the construction sector, potentially undermining the industry's capacity to respond to future demand for building and modernizing the nation's infrastructure, housing stock, and commercial and industrial properties.

The responsibility for replenishing the construction workforce will fall heavily on the nation's Registered Apprenticeship system. Since 1937 when Registered Apprenticeship was first formalized, apprenticeship has been a primary training ground for journey-level carpenters, electricians, plumbers and other skilled craftsmen. Today, Registered Apprenticeship is one of our nation's strongest and most successful training approaches. Registered Apprenticeship programs operated by employers, employer associations and labor-management partnerships offer workers an opportunity to earn a wage working at a job site while learning a skilled trade through on-the-job training (OJT) and related technical (RTI) or classroom instruction. Over the course of apprenticeship programs, which typically last between three and five years in construction, apprentices receive incremental wage increases based on their demonstrated proficiency in an array of job tasks and related academic content. Upon program completion, apprentices receive a portable and nationally recognized certification in their occupation and qualify for journey-level wages.

By delivering training and a credential, Registered Apprenticeship has helped millions of workers get well-paying careers, and helped employers find the workers in construction, as well as other industries. Workers who complete an apprenticeship earn an estimated \$240,037 more during their careers than those who did not participate in an apprenticeship, according to a recent study by Mathematica Policy Research.¹³ The same study found that even apprentices who do not complete their programs seem to benefit from participating. The estimated average earnings gain for all apprentices, including those who cancelled, was \$98,718 during their careers, the study found.

Employers benefit as well. Ninety-seven percent of the 974 apprenticeship sponsors surveyed by the Urban Institute said they would recommend apprenticeship to other employers. Eighty percent cited as the primary benefit an increased ability to meet the demand for skilled workers. Other benefits cited by sponsors included increased worker productivity, improved safety, and better team morale and pride.¹⁴

For all its merits and value, however, the construction apprenticeship system faces some challenges maintaining and turning out a skilled workforce in an efficient and cost-effective manner. It is not uncommon for about half of apprentices in building trades to cancel out of their apprenticeships. In one study, the University of Utah's Chihan Bilgonsoy looked at the completion rates of 12,715 construction apprentices registered in 1989. Six years later, in 1995, 39 percent had cancelled, 47 percent had completed, and 14 percent were still active, Bilgonsoy found.¹⁵ Another study by Bilgonsoy examining completion rates for construction apprentices registered in 1989-1990 and 1995-1997 found that about half of all construction apprentices in each cohort

¹¹ U.S. Department of Labor, Bureau of Labor and Statistics, *Current Employment Statistics*, <http://www.bls.gov/iag/tgs/iag23.htm>, (accessed 20 December 2012).

¹² Laura Welch, "The Aging Worker in the U.S. Construction Industry," *Occupational Health and Safety Magazine Online* (March 1, 2010), <http://ohsonline.com/articles/2010/03/01/the-aging-worker.aspx> (accessed 10 November 2011).

¹³ Debbie Reed, A. Yung-Hsu Lin, R. Kleinman, A. Mastri, D. Reed, S. Sattar and J. Ziegler, "An Effectiveness Assessment and Cost Benefit Analysis of Registered Apprenticeship in Ten States," *Mathematica Policy Research* (July 25, 2012), http://wdr.doleta.gov/research/FullText_Documents/ETAOP_2012_10.pdf (accessed 25 July 2012).

¹⁴ Robert Lerman, L. Eyster and K. Chambers, "The Benefits and Challenges of Registered Apprenticeship: The Sponsor's Perspective," *The Urban Institute* (March 1, 2009), <http://www.urban.org/publications/411907.html> (accessed 10 January 2012).

¹⁵ Chihan Bilgonsoy, "The Hazards of Training: Attrition and Retention in Construction Industry Apprenticeship Programs," *Industrial & Labor Relations Review*, Vol. 57, No. 1, Article 3 (2003), <http://digitalcommons.ilr.cornell.edu/ilrreview/vol57/iss1/3> (accessed 10 December 2011).

cancelled.¹⁶ Studies by others have shown cancellation rates in apprenticeship to be between 40 percent and 60 percent.¹⁷

As with any training program, Registered Apprenticeship serves the important function of “weeding out” individuals who are not a good fit for a construction career. In fact, the probationary period, which is up to one year or 25 percent of the length of the apprenticeship, whichever is less, is designed, in part, so program sponsors can try new apprentices to see if they are a good fit for the work and ready to commit to be an apprentice. At the same time, apprentices can assess whether a career in construction is indeed what they want. As a result, the probationary period, if instituted correctly, offers a way to successfully connect workers who are a good fit for construction with employers who need skilled workers. And, data shows that many cancellations do occur during the first year of apprenticeship, many of which fall within the probationary period.

All cancellations during the probationary period, however, are not necessarily because the apprentice is not a good fit for the industry. In addition, cancellations carry significant monetary and opportunity costs for all involved. Apprentices must invest their time, resources, energy and, sometimes, money in training. Employer sponsors invest significant resources to pay for apprentices’ training in the classroom and on the job site, while also providing wages and benefits. The cost of training, wages and benefits for an apprentice over the course of four to five years can easily approach \$200,000 or more, according to some industry representatives interviewed. Of course, apprentices’ labor is not without value, and their contributions create returns for the employer. And, as apprentices’ skills increase, their ability to do a wider range of work on the job site, as well as be more productive and efficient, provides employers with an increasing return on their investment. But, for apprentices who cancel out of programs, much of the investment in their training is lost.

While the challenge of apprenticeship cancellation does not appear to be new, fresh conversations and efforts to improve completion rates have been sparked by concern over the many people retiring in the construction industry, the loss of construction workers during the recession, the high cost of training apprentices, and low completion rates by women and minorities. This report is offered as a resource to better understand the breadth of the completion and cancellation in apprenticeship, the barriers to completion, and potential strategies for improving success.

From 2011 to 2012, The Aspen Institute Workforce Strategies Initiative (AspenWSI), with the support of the Annie E. Casey Foundation, conducted research looking at the current state of completion and cancellation in construction apprenticeship and what strategies may be needed to improve how apprenticeship works for employers and apprentices. We sought to better understand how apprenticeship completion rates vary across trades, time periods, geography and demographic groups. We also sought to identify the factors or drivers that lead to apprenticeship cancellation and completion and to explore strategies being used to improve apprenticeship completion. This report describes our research findings, with the hope that more efforts and resources will be directed toward

¹⁶ Cihan Bilginsoy, “Registered Apprentices and Apprenticeship Programs in the U.S. Construction Industry between 1989 and 2003: An Examination of the AIMS, RAIS, and California Apprenticeship Agency Databases,” University of Utah, Department of Economics Working Paper Series, Working Paper No. 2005-09 (May 2005), http://economics.utah.edu/publications/2005_09.pdf (accessed 3 January 2012).

¹⁷ For additional research on apprenticeship completion, see:

- Debbie Reed, A. Yung-Hsu Lin, R. Kleinman, A. Mastri, D. Reed, S. Sattar and J. Ziegler, “An Effectiveness Assessment and Cost Benefit Analysis of Registered Apprenticeship in Ten States,” Mathematica Policy Research (July 25, 2012), http://wdr.doleta.gov/research/FullText_Documents/ETAOP_2012_10.pdf (accessed 25 July 2012).
- Keisha Steward and T. O’Brien-Turco, “Changing the Outcome: Closing the Gap to Completion in Greater Cincinnati’s Apprenticeship Programs,” Capstone Project, PAD 793 (December 6, 2010), http://www.competitiveworkforce.com/files/Teri_O_Brien_RAP_Retention_Report_-_Changing_the_Outcome.pdf (accessed 10 December 2011).
- U.S. Government Accountability Office, “Registered Apprenticeship Programs: Labor can Better Use Data to Target Oversight,” Report to Congressional Requesters, GAO-05-886, (August 2005), <http://www.gao.gov/products/GAO-05-886> (accessed 12 January 2012).
- Maura Kelly and L. Wilkinson, “Apprenticeship Needs Assessment in Heavy Highway Construction Workforce,” Portland State University, Department of Sociology, Final Report, no. 3 (August 2012), Interim report available at http://www.skillupwa.org/storage/documents/Portland_State_University_Assessment.pdf (accessed 15 May 2012).

ensuring that the Registered Apprenticeship system in construction develops the skilled-trades workers our country needs in the years and decades ahead.

The report begins with a summary of AspenWSI’s previous research on construction and a description of our research methodology. We then describe trends in apprenticeship registration and completion in the construction trades, using national- and state-level data. Next, the report details the challenges facing construction apprentices and explores why some apprentices succeed and some fail. The report then highlights a few strategies being implemented to increase construction apprentices’ success and apprenticeship completion rates. Finally, we conclude with recommendations for investors, policymakers and workforce development leaders about how to better support the success of construction apprentices.

BOX 1: REGISTERED APPRENTICESHIP OVERVIEW

Registered Apprenticeship is a training system that combines job-related technical instruction (RTI) with structured on-the-job training (OJT). It is often referred to as an “earn and learn” training model because workers earn a wage working at a job site while learning a skilled trade through a combination of OJT and RTI or classroom instruction. Apprenticeship is sponsored by individual businesses or employer associations, some of which partner with labor organizations through collective bargaining. Institutions, such as apprenticeship training centers operated by unions or associations, technical schools and community colleges, provide RTI. Apprenticeship programs in construction typically last between three and five years, but most last about four years or about 8,000 hours of combined OJT and RTI. Upon completing a Registered Apprenticeship program, apprentices receive an industry-issued, portable and nationally-recognized credential that certifies occupational proficiency. In the construction industry, apprentices, upon completion, are known as journey workers.

The U.S. Department of Labor’s Office of Apprenticeship (OA) and State Apprenticeship Agencies (SAAs) oversee Registered Apprenticeship programs. OA and SAAs register apprenticeship programs that meet federal and state standards, issue Certificates of Completion to apprentices, assist in the development of new apprenticeship programs through technical assistance, and help market and monitor programs to ensure that safety and training standards are met. These regulations and program parameters, established under the National Apprenticeship Act, are designed to protect the apprentice.

Program sponsors identify and define the qualifications needed to enter their apprenticeship program. Minimum qualifications in construction often include that the applicant has a high school diploma or GED, is 18 years or older (in some instances, 16 or older), passes a drug screen, is physically able to perform the job duties, and passes an aptitude test demonstrating a level of math and reading skills. Other qualifications may include passing an interview or having previous work experience.¹⁸

¹⁸ U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, “What is Registered Apprenticeship?” <http://www.doleta.gov/OA/apprenticeship.cfm> (accessed 20 December 2012).

Previous Research Informing this Report

In previous studies, AspenWSI looked at the role pre-apprenticeship programs play in helping low-income individuals, minorities and women connect to careers in the construction industry.¹⁹ We found clear evidence that through pre-apprenticeship programs, many communities help train and connect their constituents to jobs and careers in construction, including placing some into Registered Apprenticeship programs. But, we also found that many pre-apprenticeship programs struggle to provide supports to workers and apprentices after individuals have been placed in jobs. Pre-apprenticeship leaders often cited this lack of ability to provide support as a primary concern, noting that entry into apprenticeship is only half the battle. The other half is helping apprentices succeed in completing their apprenticeship. During this research and conversations with industry stakeholders around the country, we increasingly recognized a need to better understand apprenticeship completion and cancellation rates, the challenges that apprentices face, and the strategies that might help more of them succeed. Our research into pre-apprenticeship, thus, inspired this report's research focus and investigation of strategies that pre-apprenticeship programs and their partners can use to increase apprentices' success.

¹⁹ Reports from AspenWSI's previous research in the construction industry can be found at <http://www.aspenwsi.org/research-resources/industry-specific/construction/>. Reports include *Construction Pre-Apprenticeship Programs: Results from a National Survey* available at <http://www.aspenwsi.org/resource/construction-results-national-survey/>, *Construction Pre-Apprenticeship Programs: Interviews with Field Leaders* available at <http://www.aspenwsi.org/resource/constructioninterviewswithleaders/> and *A Strong Foundation: Key Capacities of Pre-Apprenticeship Programs* available at <http://www.aspenwsi.org/resource/strong-foundation/>.

Research Methodology

This report's foundation is built upon a mix of quantitative and qualitative data highlighting the challenges that apprentices in the construction industry face in completing their programs. The report first highlights findings from quantitative analysis of national- and state-level data on the completion of construction apprentices. National-level data comes from a dataset that the Office of Apprenticeship (OA) within the U.S. Department of Labor Employment and Training Administration provided in response to a Freedom of Information Act (FOIA) request filed by AspenWSI. The national data set, constructed using OA's Registered Apprenticeship Program Sponsors Database (RAPIDS), includes more than 120,000 apprenticeship agreements initiated between 2006 and 2007 by individuals in construction occupations. RAPIDS captures individual record data from 25 Office of Apprenticeship states and eight of the 25 SAA states. For SAA states that manage their data outside of RAPIDS, information is provided in the aggregate to U.S. DOL on a quarterly basis. Because of several limitations on how states report data to OA, the national data set analyzed in this report represents a subset of the entire universe of construction apprenticeship agreements initiated between 2006 and 2007. Data on apprentices who entered their program beyond 2007 was not used for the most part, as few of them have had ample time to complete their apprenticeship, and most remain active in their programs. Prior to 2006, fewer states reported data via RAPIDS and issues with data collection impacted data accuracy, which restricted our ability to look at historical data on apprenticeship from a national perspective. To augment the national data set provided by OA, AspenWSI also worked with state agencies in Massachusetts, Ohio, Washington, and Wisconsin to obtain data on construction apprentices in those states. For more information on the national and state datasets, please see Appendix A. We also conducted a review of literature regarding completion and cancellation rates of apprentices in the building trades to inform our research design and this report. Findings from this literature review are cited throughout the report.

One primary goal of our research was to examine national and state statistics on apprenticeship completion in order to better understand and summarize how apprenticeship completion rates vary across trades, time periods, geography and demographic groups. Given that objective, as well as the variety and limitations of state and national data sources cited, our analysis relies heavily on descriptive statistics. We also used independent t-tests to compare means of various demographic groups in order to evaluate whether statistically significant differences in cancellation rates occur among these groups.

Each data set included a number of duplicate records. Apprentices may enroll in multiple apprenticeship programs simultaneously, or may cancel out of one program and enroll in another. Duplicates remained in our datasets, as we were primarily interested in exploring the completion and cancellation rates of apprenticeship programs, regardless of whether an apprentice had previously or simultaneously enrolled in other programs. Completion and cancellation rates calculated with and without duplicate records did not reveal any large differences. Thus, the primary measure being assessed in most of our analysis is not an individual apprentice or his or her success, but an apprenticeship agreement/contract.

The report draws upon a substantial number of interviews and focus groups conducted with stakeholders from across the country. We conducted numerous focus groups with union and non-union apprentices currently in their apprenticeships and with journey workers who successfully completed apprenticeships. We also conducted a smaller number of interviews with apprentices who cancelled out of their programs. Other conversations were held with apprenticeship training directors, apprenticeship instructors, union and employer association representatives, contractors, staff at the federal Office of Apprenticeship and State Apprenticeship Agencies, and pre-apprenticeship program leaders. We conducted two multi-day site visits to Milwaukee, Wisconsin, and Cincinnati, Ohio. These locations were selected because pre-apprenticeship programs in those communities, along with other construction industry leaders, have been working on strategies to support apprentices in completing their apprenticeships. In addition, we spoke to other stakeholders and experts in St. Louis, Denver, Seattle and Portland, Oregon, regarding the factors driving apprenticeship cancellation. These cities were selected based on information gathered from previous research.

Overview of Completion and Cancellation Rates in Construction Apprenticeship

In this section, we present our analysis of completion rates for construction apprentices nationally, based on OA data, and from datasets from Massachusetts, Ohio, Wisconsin and Washington. We begin, however, with a brief summary of demographic information about the construction apprentices culled from our datasets.

Summary of Registration and Demographics of Construction Apprentices (For more data on registration and demographics, please see Appendix B)

Today, most U.S. construction apprenticeship programs are affiliated with a labor union, our analysis found. Eighty percent of construction apprentices who registered between 2006 and 2007 in the national dataset participated in a union apprenticeship program. Yet, union density in the industry remains low. Only 13.2 percent of construction workers were union members in 2012.²⁰ Programs exist across a variety of trades, the most common being with electricians, carpenters, plumbers, pipefitters and steamfitters. The length of apprenticeships varies, but most in construction require between three and five years to complete. The median number of hours of training required by construction apprentices in our national data set was 8,000 hours of training, which is approximately four years.

Of the apprenticeship agreements initiated between 2006 and 2007, only two and a half percent of apprenticeship agreements were entered into by women. Over eight percent of apprenticeship agreements initiated between 2006 and 2007 were entered into by African-Americans, and a little more than 27 percent by Hispanics, our national analysis found.

State-level analysis showed geographical differences in the demographic make-up of apprentices. Of the construction apprenticeships in the four states analyzed, Washington had the highest percentage of women (eight percent) and minorities (23 percent).

Finally, the national data set shows that the median age was 26 for individuals entering into apprenticeship agreements initiated between 2006 and 2007 and 19 percent were age 35 or older. Nearly 75 percent had at least a high school diploma and six percent were military veterans.

Overall Completion and Cancellation Data in Construction Apprenticeship from National Dataset

Slightly more than 46 percent of the nearly 121,000 construction apprentices agreements started between 2006 and 2007 across the United States were cancelled by May 2012, the month when AspenWSI received the data.²¹ Nearly 36 percent of agreements made during that time were completed and 18 percent were still active.

TABLE 1: SUMMARY TABLE ON CONSTRUCTION APPRENTICESHIP COMPLETION RATES FROM OA NATIONAL DATASET

	Time Period of Registration	Number of Construction Agreements	Completed	Cancelled	Active
National Data Office of Apprenticeship	2006-2007	120,972	35.9%	46.1%	18.0%

²⁰ U.S. Department of Labor, Bureau of Labor and Statistics, “Industries at a Glance,” <http://www.bls.gov/iag/tgs/iag23.htm> (accessed 15 January 2013).

²¹ As noted previously, it important to note that we calculate completion rates differently from the Office of Apprenticeship. Our analysis looked at all apprenticeship agreements, including those that cancelled regardless of when they cancelled. The Office of Apprenticeship calculates completion and cancellation using a methodology that does not include apprenticeship agreements cancelled within a “probationary period” which is up to one year or 25 percent of the length of the apprenticeship, whichever is lesser. For more information, please see http://www.doleta.gov/oa/bul10/Bulletin_2011-07_Completion_Rates.pdf.

State-Level Completion and Cancellation Data for Construction Apprenticeship

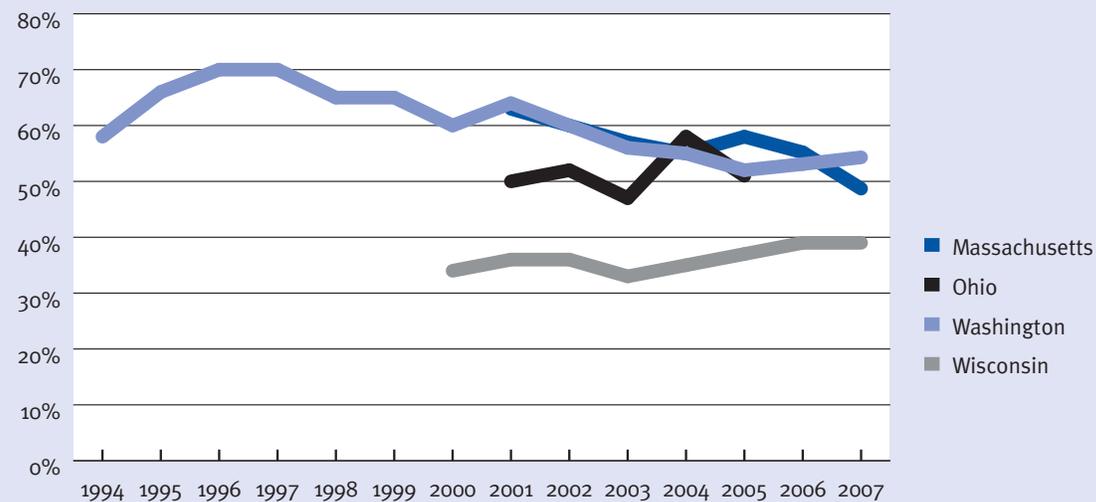
As seen in the table below, our four state datasets, which cover varying timeframes, also showed that it is not uncommon for nearly one in two apprentices in construction to cancel out of their programs. It is important to note the varying registration time periods for the different data studies in the table below. The table below is not meant to draw comparisons across the different states and datasets, but rather to give a full picture of the complete analysis AspenWSI conducted in order to paint a broad picture of apprenticeship completion rates.

TABLE 2: SUMMARY TABLE ON CONSTRUCTION APPRENTICESHIP COMPLETION RATES FROM STATE DATASETS

	Time Period of Registration	Number of Construction Agreements	Completed ²²	Cancelled	Active
Massachusetts	2001-2007	13,366	38.7%	57.1%	4.3%
Ohio	2001-2005	16,850	45.2%	51.7%	3.1%
Washington	1994-2007	45,790	33.9%	60.2%	5.9%
Wisconsin	2000-2007	13,904	58.0%	35.9%	6.1%

Looking at state-level data, we are also found that completion and cancellation rates vary from year to year.²³ The chart below shows cancellation rates based on when apprentices began their apprenticeship. In Washington, which, of the four states studied, provided data covering the longest time period, 70 percent of construction apprentices who began their apprenticeship in 1994 cancelled. This has fallen gradually. Only 54 percent of construction apprentices who began their apprenticeship in Washington in 2007 have cancelled. Of the four states, Wisconsin, the birthplace of apprenticeship in the United States, shows the lowest percentage of cancellations. As seen in the chart, cancellation rates above 50 percent are not uncommon even during years of economic growth and low unemployment.

DIAGRAM 1: PERCENT OF CONSTRUCTION APPRENTICESHIP AGREEMENTS CANCELLED BY YEAR OF REGISTRATION



²² The national data set, Wisconsin and Washington completion rates were from May 2012 and Massachusetts as of August 2012. Ohio's calculations were conducted as of April 2011.

²³ A study by the Government Accountability Office in 2004-2005 found completion rates varied among two cohorts who registered during different time periods. Analysis of 20,670 construction apprentices who enrolled in 1994 found that 59 percent completed, while a study of 47,487 apprentices who registered in 1998 found only 37 percent had completed. (U.S. Government Accountability Office, 2005).

Impact of the Recession on Cancellations and Time to Completion

As noted earlier, employment in construction dropped sharply during the recent recession. Employment levels declined from a peak of 7.7 million in 2007 to 5.5 million in 2012.²⁴ Though our national data set is limited in the time it covers, it is clear that apprentices who registered in some years fared differently from apprentices who registered in other years, especially during the height of the economic recession. Separate analysis of construction apprentices who registered during 2008 and 2009, during the height of the recession, found many of these new apprentices struggled. For example, 55 percent of construction new apprenticeship agreements registered in 2008 and 50 percent of agreements registered in 2009 from our national data set were cancelled by May 2012. These numbers compare to only 44 percent of agreements that were cancelled by apprentices registered in 2006, even though apprentices registered in 2006 had spent two or three years longer in their apprenticeship programs compared to those in 2008 and 2009. Because apprentices rely on OJT opportunities to complete their training hours, an economic recession that includes a lack of work can have a very negative impact. Some apprentices may not be able to find work or enough OJT hours, and may pursue other types of employment.

Other apprentices may take longer than expected to complete programs because they lack ample opportunity to gain OJT hours. Because of the recession, apprentices are taking longer to accumulate training hours and complete their programs, we also heard from apprentices, government officials and industry stakeholders. National- and state-level data show that a sizeable number of apprentices who registered in 2006 and 2007 were still active in their programs in May 2012, indicating these reports may indeed be accurate. Previous research suggests recessions do lengthen the amount of time apprentices spend in their programs.²⁵

Time to Cancellation

Most apprentices who do not complete their programs tend to cancel out within the first year or two of their apprenticeship, according to interviews with various industry stakeholders from around the country. Well over half of construction apprentices registered between 2006 and 2007 who cancelled did so during the first two years. Many cancelled during the probationary period. For example, for apprentices registered between 2006 and 2007 and engaged in a program with 8,000 hours of training, 26.5 percent of those who cancelled left their training during the first 12 months, roughly the length of the probationary period, assuming 2,000 hours of training per year.²⁶ Of these apprentices remaining after the first year of their apprenticeship, 41 percent completed while 40 percent cancelled and 19 percent remained active.

State-level data indicated even higher cancellation rates during the first 12 months of a construction apprenticeship. Of cancelled apprentices in Washington who registered between 1994 and 2007, 60 percent cancelled during the first twelve months. In Wisconsin, almost 40 percent of cancelled apprentices who registered between 2000 and 2007 cancelled during the first year.

In our national analysis, men and women who registered between 2006 and 2007 cancelled during similar time frames. Both men and women cancelled at a median of 21 months into their apprenticeship, and nearly 25 percent of men and women who cancelled did so during the first year. Men and women who registered between 2006 and 2007 and completed their apprenticeship also took similar amounts of time to do so, 41 and 42 months respectively.

African-American and white apprentices who registered in 2006 and 2007 also took similar amounts of time for completion and cancellation, with little difference between the two populations.

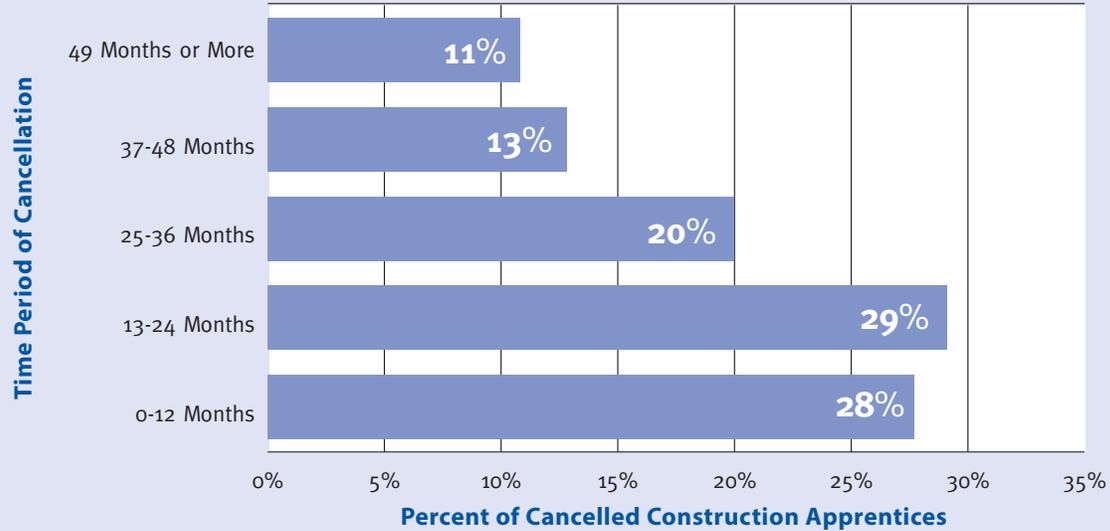
²⁴ (U.S. Department of Labor Bureau of Labor and Statistics, 2012)

²⁵ (Bilgonsoy, 2003)

²⁶ It is important to note that we calculate completion rates differently from the Office of Apprenticeship (OA). Our analysis looked at all apprenticeship agreements including those that cancelled, regardless of when they cancelled. The OA calculates completion and cancellation using a methodology that does not include apprenticeship agreements cancelled within the "probationary period," which is up to one year or 25 percent of the length of the apprenticeship, whichever is less. For more information, please see http://www.doleta.gov/oa/bul10/Bulletin_2011-07_Completion_Rates.pdf.

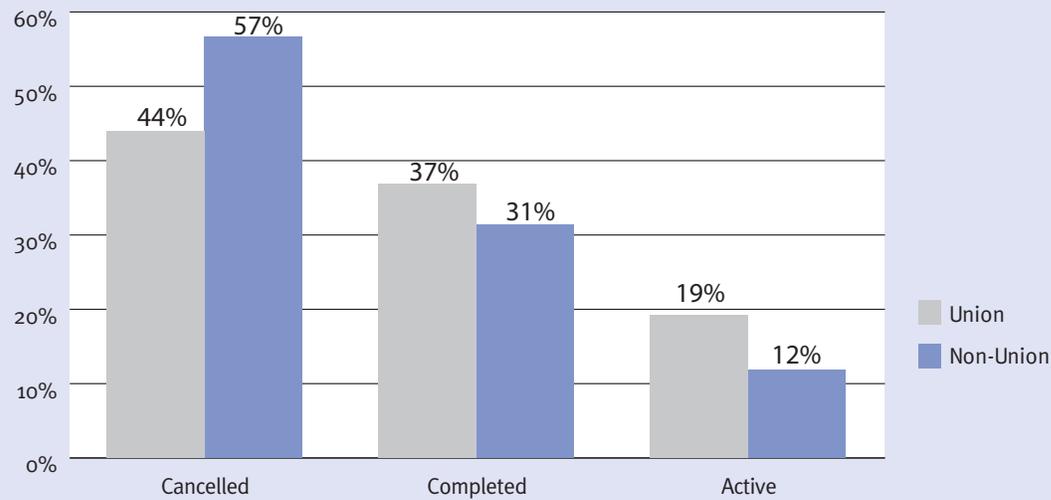
Different trades, however, showed some differences in the average time to cancellation. Cancelled carpenters ended their programs at a median of 19 months into training; electricians and laborers at 22 months; and plumbers, pipefitters and steamfitters at 25 months.

DIAGRAM 2: TIME FROM REGISTRATION TO CANCELLATION FOR CONSTRUCTION APPRENTICES (*New Apprentices Federally Registered between 2006 and 2007*)



Apprenticeship and Completion of Union and Non-Union Apprenticeship Programs
 Some differences also existed between construction apprentices who registered between 2006 and 2007 based on the training provider. Union apprenticeship training programs saw lower cancellation rates and higher completion rates than programs operated by non-union entities. Fifty-seven percent of apprentices in non-union programs were cancelled by May of 2012, compared to 44 percent in union programs.²⁷

DIAGRAM 3: STATUS OF CONSTRUCTION APPRENTICESHIP AGREEMENTS BY UNION AFFILIATION (*New Apprentices Federally Registered between 2006 and 2007*)



²⁷ Independent sample t-test revealed a statistically significant difference between union apprentices and non-union apprentices. $t(34.874), 34140, p=.000$

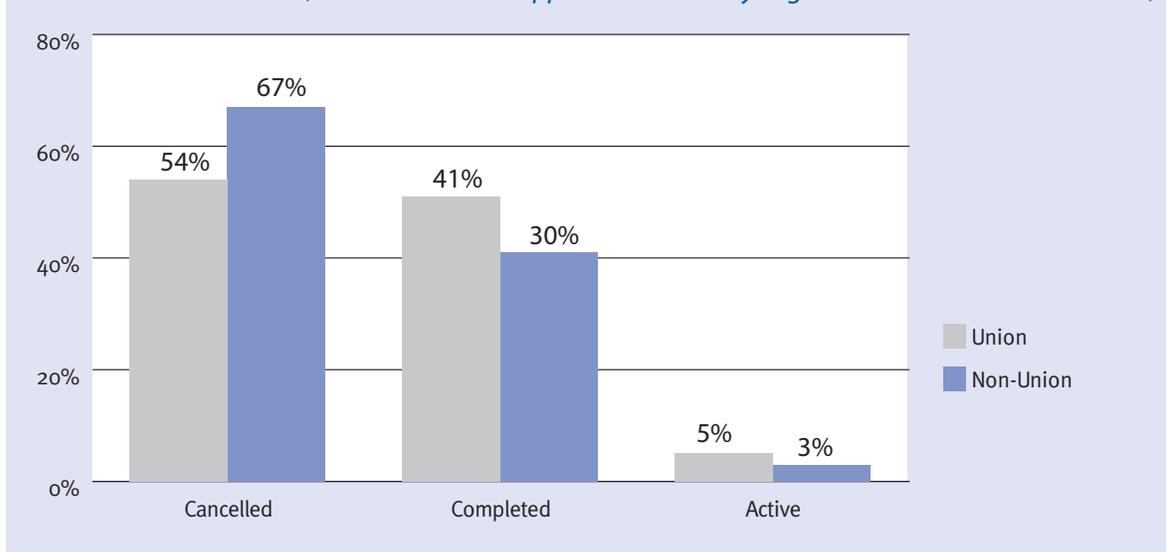
It is important to note, however, that union and non-union apprenticeship programs also differ in the range of occupations in which they are distributed. Nearly 85 percent of non-union apprenticeship programs are concentrated in just a few trades including carpentry, electrical and plumbers, pipefitters and steamfitters. Only 48 percent of union construction apprentices, on the other hand, work in these trades with higher percentages and numbers of union apprentices working in non-mechanical occupations such as laborers and sheet metal workers. The table below compares completion rates for union and non-union apprentices by trade.

TABLE 3: CONSTRUCTION APPRENTICESHIP COMPLETION RATES OF UNION AND NON-UNION APPRENTICES BY TRADE FROM OA NATIONAL DATASET (*Apprentices Registered 2006-2007*)

Trade	Union or Non-Union	Number of Apprenticeship Agreements	Percent of Construction Apprentices	Completed	Cancelled	Active
Carpentry	Union	21,099	21.8%	28.4%	52.7%	18.9%
	Non-Union	1,469	6.5%	30.4%	61.1%	8.4%
Electrical	Union	12,030	12.4%	47.0%	29.5%	23.5%
	Non-Union	13,012	57.4%	33.3%	56.1%	10.6%
Laborers	Union	7,404	7.7%	38.2%	49.9%	11.9%
	Non-Union	390	1.7%	51.3%	48.7%	0%
Plumbers, Pipefitters and Steamfitters	Union	13,090	13.5%	33.0%	39.7%	27.3%
	Non-Union	4,687	20.7%	28.4%	57.3%	14.3%
Sheet Metal Workers	Union	4,920	5.1%	46.4%	28.0%	25.6%
	Non-Union	773	3.4%	29.6%	55.2%	15.1%

The Massachusetts dataset also allowed us to compare completion rates of union versus non-union apprenticeship programs and confirmed what the national dataset showed. As seen in the chart below, union apprenticeship programs again experienced a lower cancellation rate and a higher completion rate than non-union programs. This suggests that the ongoing relationship that union apprentices have in the industry, through their union membership, and the supports offered to them during periods of unemployment may be beneficial.

DIAGRAM 4: STATUS OF APPRENTICESHIP AGREEMENTS BY UNION AFFILIATION IN MASSACHUSETTS (*New Construction Apprentices Federally Registered between 2001 and 2007*)



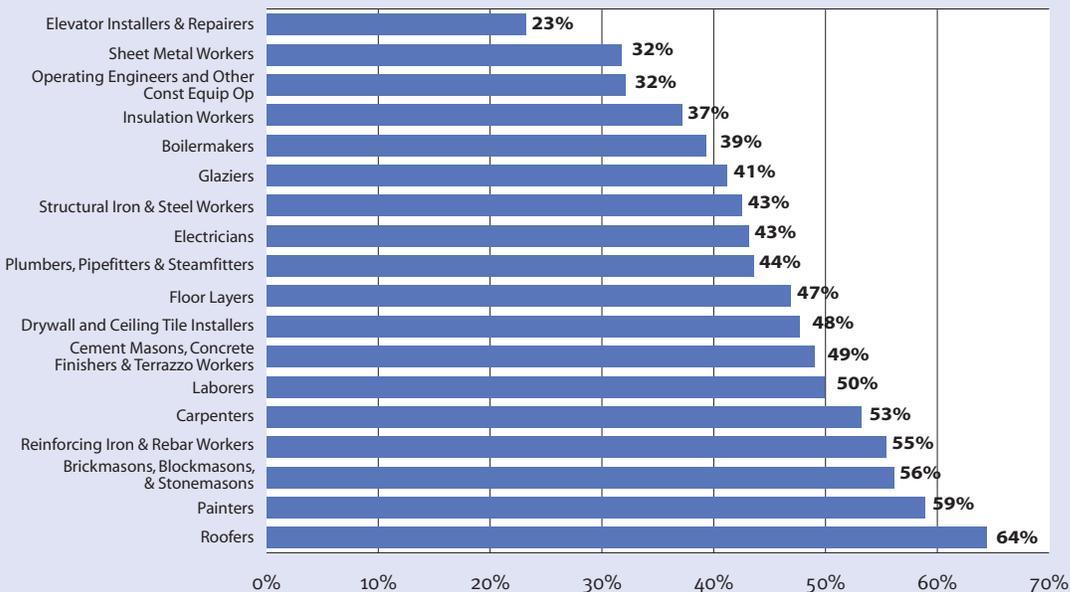
Completion and Cancellation Rates by Occupational Trade

Construction apprentices pursue training and careers in a variety of trades. A U.S. Government Accountability Office study in 2005 found that “among the trades themselves, there were substantial variations in completion rates, often due to the nature of (the) work environment and other constraints, according to federal and state officials. For example, roofing programs, which have low completion rates, face unpredictable weather and seasonal work flows.”²⁸ Our analysis also shows that completion and cancellation rates differed among various trades. The chart below shows the percentage of apprenticeship agreements cancelled, by trade, from our national data set of apprentices registered between 2006 and 2007. Roofers had the highest cancellation rate as 64 percent of the apprenticeship agreements entered into between 2006 and 2007 were cancelled.

State-level analysis also shows varying levels of cancellation among different trades. In Washington state, among apprentices registered between 1994 and 2007, roofers again had the highest cancellation rate at 90 percent, while steamfitters had among the lowest at 30 percent.

DIAGRAM 5: PERCENT OF CONSTRUCTION APPRENTICESHIP AGREEMENTS CANCELLED BY TRADE

(New Apprentices Federally Registered between 2006 and 2007)



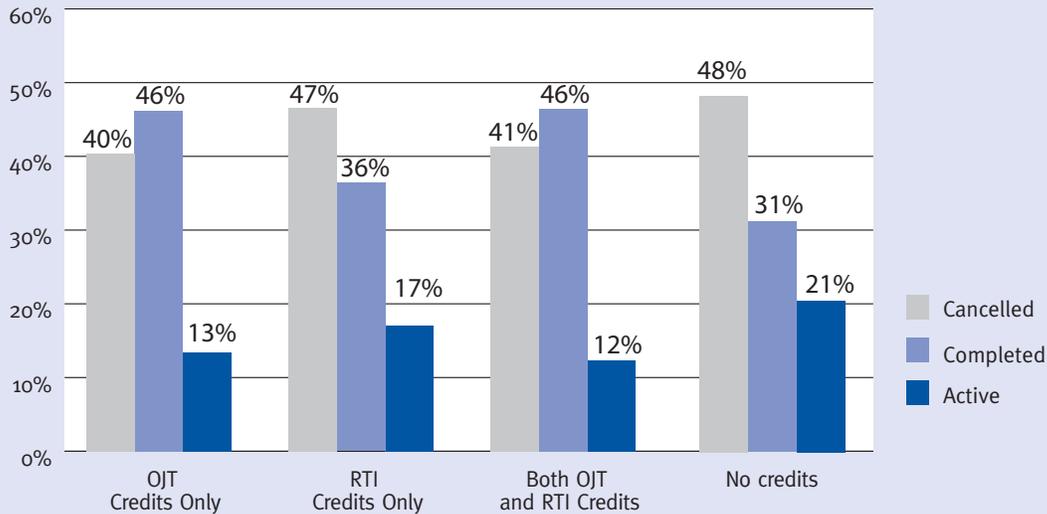
Apprenticeship Completion and Cancellation for Apprentices with OJT or RTI Credits (Advanced Standing)

In some instances, new apprentices are granted advanced standing or credits toward their training based on previous on-the-job training (OJT) or related technical instruction (RTI). Apprentices with credits need to complete fewer training hours in order to complete their programs. Among apprenticeship agreements initiated between 2006 and 2007, 37 percent with credits awarded for either OJT or RTI, or both, have been completed, while 46 percent cancelled. Slightly more than 48 percent of those without OJT or RTI credits cancelled and 31 percent completed.²⁹

²⁸ (U.S. Government Accountability Office, 2005)

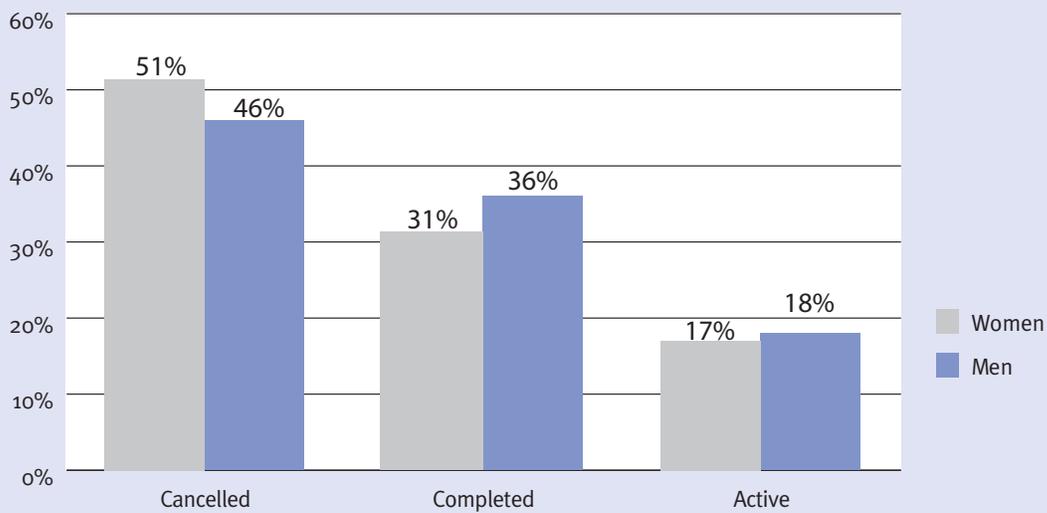
²⁹ Independent sample t-test revealed a statistically significant difference in cancellation between those without credits and those with credits. $t(7.52), 44257, p=.000$

DIAGRAM 6: STATUS OF CONSTRUCTION AGREEMENTS BY APPRENTICE'S RECEIPT OF TRAINING CREDIT (*New Construction Apprentices Federally Registered between 2006 and 2007*)



Completion and Cancellation Rates for Construction Apprentices by Gender
 Previous studies have reported that cancellation rates are higher for women than men. Chihan Bilginsoy's 2005 analysis shows 45 percent of the women construction apprentices registered in 1989 and 1990 cancelled, compared to 37 percent of white men. And, 68 percent of the 2,620 women construction apprentices registered between 1995 and 1997 cancelled, compared to 47 percent of white men.³⁰ Our national data set of over 120,000 apprenticeship agreements, initiated between 2006 and 2007, shows 51 percent of women cancelled versus 46 percent of men.³¹

DIAGRAM 7: PERCENT OF CONSTRUCTION APPRENTICESHIP AGREEMENTS CANCELLED BY GENDER AND YEAR OF REGISTRATION (*New Apprentices Federally Registered between 2006 and 2007*)

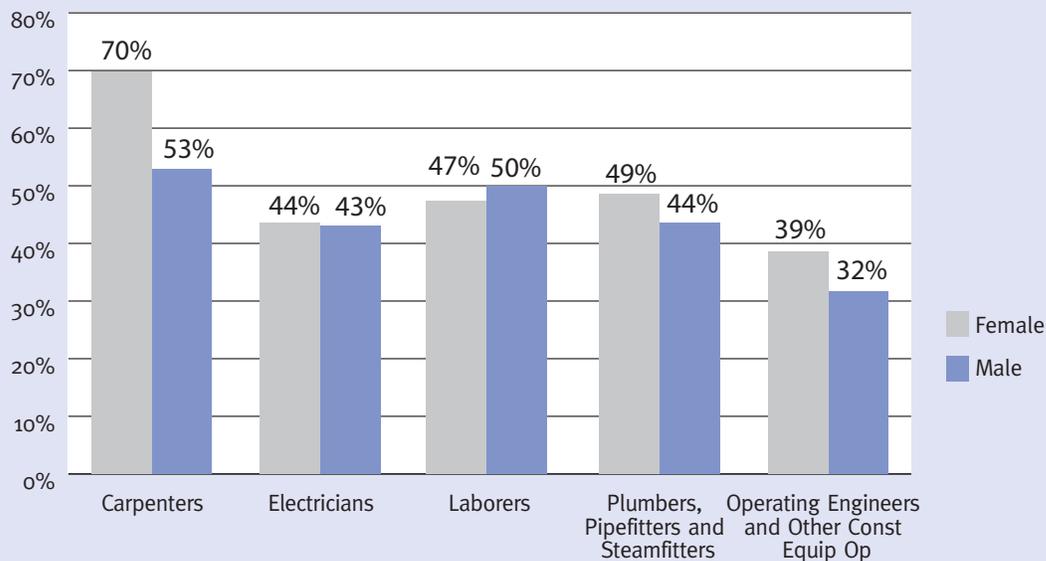


³⁰ (Bilginsoy, 2005)

³¹ Independent sample t-test revealed a statistically significant difference between men's and women's cancellation rates. $t(5.822)=3190, p=.000$

Among particular trades, there also is evidence that men complete at higher rates than women. An ongoing study in Oregon on apprenticeship in the heavy-highway trades has shown that 25 percent of construction apprenticeship agreements initiated by women were completed compared to 40 percent of those initiated by men.³² The chart below shows cancellation rates for men and women apprentices registered in 2006 and 2007 by gender and according to the top five occupations in which women are most represented in the national data set. With the exception of laborers, women cancelled at higher rates than men in all occupations.

DIAGRAM 8: PERCENT OF CONSTRUCTION APPRENTICESHIP AGREEMENTS CANCELLED BY GENDER AND TRADE (New Apprentices Federally Registered between 2006 and 2007)



Some state-level data also show that men and women construction apprentices achieve program completion at varying rates. In Ohio, 64 percent of 591 apprenticeship agreements entered into by women between 2001 and 2005, were cancelled compared to 36 percent completed. By comparison, 53 percent of 15,802 apprenticeship agreements by men were cancelled, while 47 percent were completed. Another study in Southwest Ohio in 2010 shows that 55 percent of men construction apprentices registered between 2000 and 2006 cancelled compared to 74 percent of women.³³ The table below shows additional analysis of women and men apprenticeship completion rates in Washington and Wisconsin.

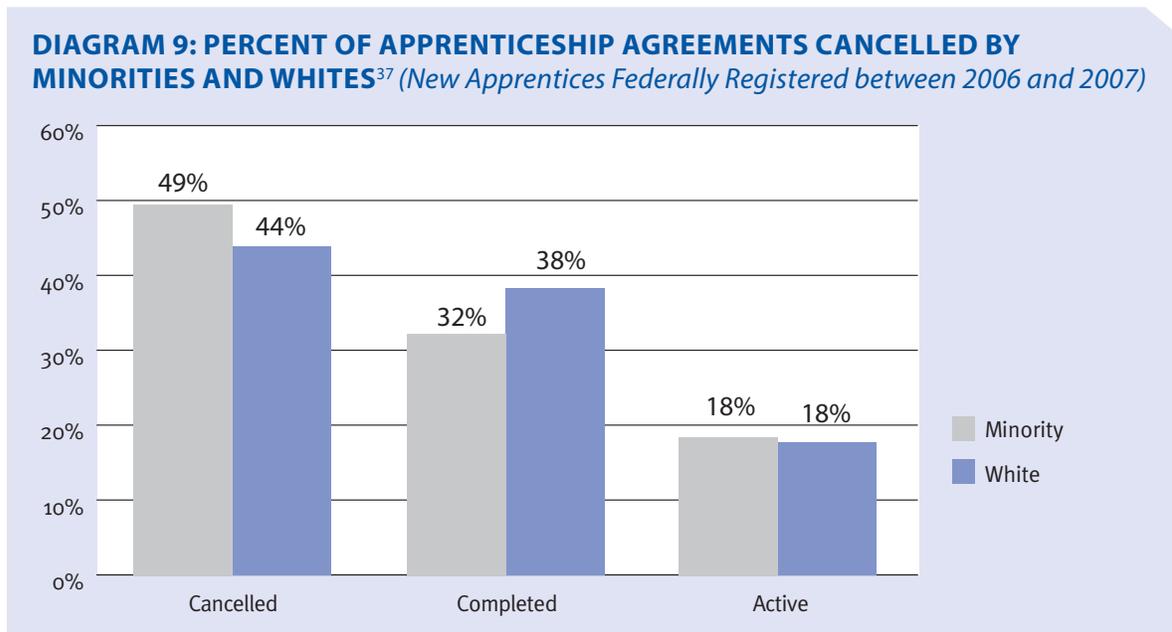
TABLE 4: COMPLETION AND CANCELLATION RATES FOR MEN AND WOMEN FROM STATE DATASETS

State	Time Period of Apprenticeship Registration	Gender	Number of Apprenticeship Agreements	Completed	Cancelled	Active
Washington	1994-2007	Men	42,503	34.4%	59.7%	5.9%
		Women	3,287	26.7%	67.1%	6.1%
Wisconsin	2000-2007	Men	13,587	58.3%	35.6%	6.1%
		Women	317	46.1%	50.2%	3.8%

³² (Kelly and Wilkinson, 2012)

³³ (Steward and O'Brien-Turco, 2010)

Completion and Cancellation Rates for Construction Apprentices by Race
 Studies prior to this analysis have shown that completion and cancellation rates vary among construction apprentices of different races. Bilginsoy’s analysis shows 47 percent of white men, who registered between 1995 and 1997, cancelled. Nearly 70 percent of African-American men and 63 percent of Hispanic men, who registered during the same time period, cancelled. Differences were also present among apprentices by race who registered between 1988 and 1990.³⁴ A Wisconsin study shows 66 percent of non-minorities registered between 1999 and 2004 completed, compared to 48 percent of minority construction apprentices.³⁵ Our analysis also shows differences in completion by apprentices of differing race or ethnicity. As seen in the chart below, 49 percent of apprenticeship agreements entered into between 2006 and 2007 by minorities were cancelled compared to 44 percent of agreements entered into by whites.³⁶



The chart on the next page shows cancellation rates of apprenticeship agreements entered into between 2006 and 2007 by individuals with different racial backgrounds.

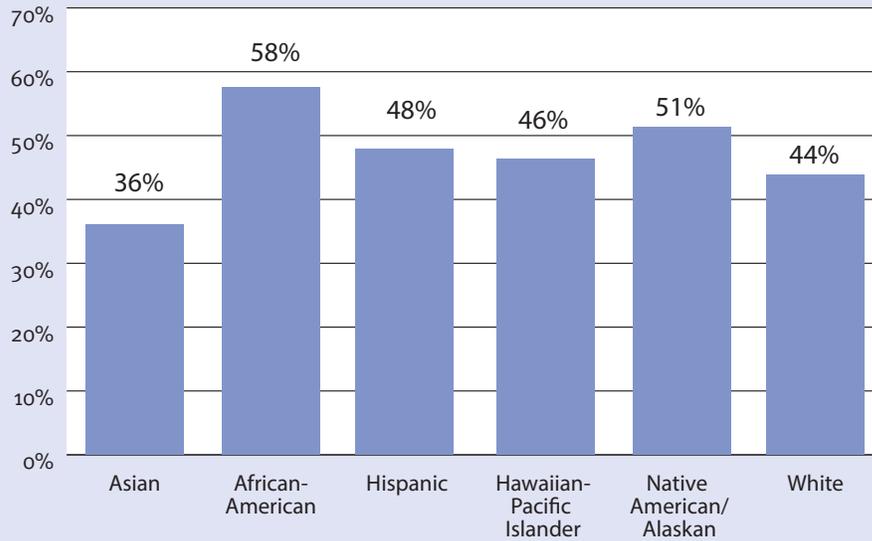
³⁴ (Bilginsoy, 2005)

³⁵ Dean Swenson, Z. Ramirez, J. Martin and T. Steiner, “An Evaluation: Minorities and Women in Construction Trades,” Wisconsin Department of Workforce Development, Report 10-12, (September 2010), <http://legis.wisconsin.gov/lab/reports/10-12full.pdf> (accessed 1 February 2012).

³⁶ Independent sample t-test revealed a statistically significant difference between minority and white cancellation rates. $t(18.917)=13268, p=.000$

³⁷ Minority apprentices include all Asian, African-American, Hawaiian-Pacific Islander, Native-American-Alaskan, and Hispanic apprentices.

DIAGRAM 10: PERCENT OF APPRENTICESHIP AGREEMENTS CANCELLED BY RACE³⁸ (New Apprentices Federally Registered between 2006 and 2007)



Our state-level analysis also shows that minority construction apprentices cancelled their apprenticeships at higher rates in Massachusetts, Washington and Wisconsin, as seen in the table below.

TABLE 5: COMPLETION AND CANCELLATION RATES FOR MINORITY AND WHITE APPRENTICES FROM STATE DATASETS

State	Time Period of Apprenticeship Registration	Minority Status	Number of Apprenticeship Agreements	Completed	Cancelled	Active
Massachusetts	2001-2007	Minority	2,274	30.3%	65.7%	4.0%
		White	11,092	40.4%	55.3%	4.3%
Washington	1994-2007	Minority	10,456	25.7%	68.6%	5.7%
		White	34,223	36.6%	57.4%	6.0%
Wisconsin	2000-2007	Minority	1,129	39.7%	55.3%	5.0%
		White	13,231	59.2%	34.6%	6.2%

Apprenticeship Completion and Cancellation by Age Group

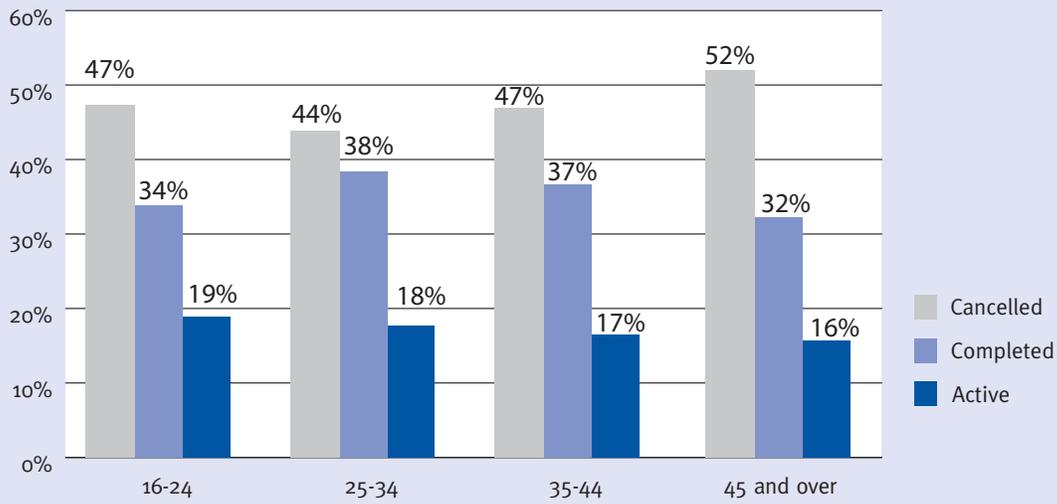
Of construction apprentices registered in 2006 and 2007 in the national dataset, apprentices between the ages of 25-34 had the lowest cancellation rate of all age groups at 44 percent, compared to 47 percent of those ages 16-24, 47 percent of those ages 35-44, and 52 percent of those 45 and over.³⁹ This is especially relevant given that many in the industry consistently argue that apprenticeship recruitment should target younger people, including those straight out of high school. While exposing younger people to careers in construction is important, we should not overlook the ability of working adults to be successful in these careers too.

³⁸ Hispanic includes all Asian, African-American, Hawaiian-Pacific Islander, Native-American-Alaskan, and White apprentices identified as having Hispanic ethnicity.

³⁹ Independent sample t-test revealed a statistically significant difference between those ages 25-34 with all other groups: ages 16-24, $t(10.692)=97110$, $p=.000$; ages 35-44, $t(6.717)$, 30807, $p-.000$; ages 45 and over, $t(11.458)$, 7048, $p=.000$.

DIAGRAM 11: STATUS OF CONSTRUCTION APPRENTICES BY AGE GROUP

(New Apprentices Federally Registered between 2006 and 2007)

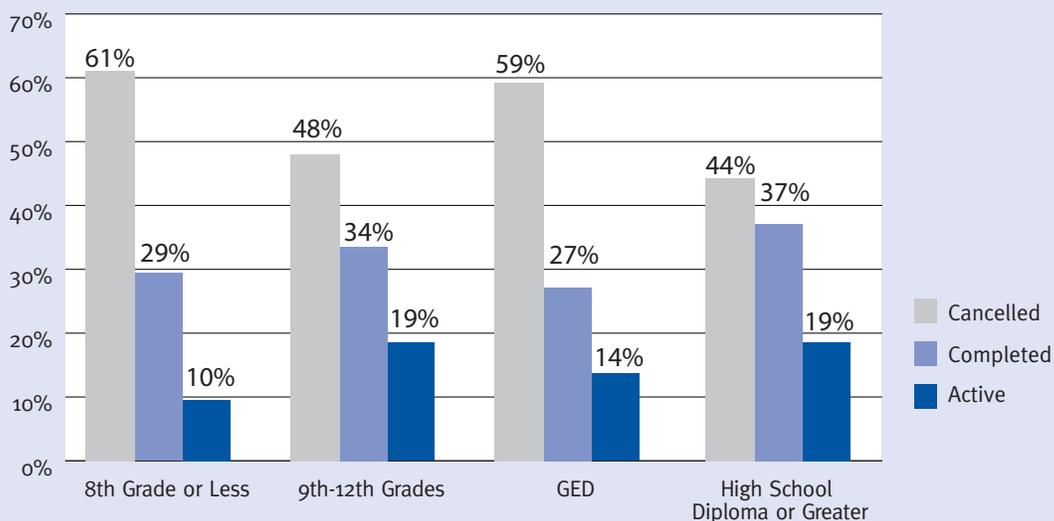


Apprenticeship Completion and Cancellation by Education Level

Apprentices with less education seem to have greater difficulty completing an apprenticeship than those with higher education levels. Those with an 8th grade education or less cancelled at higher rates than all other groups, as seen in the chart below. Overall, slightly more than 44 percent of construction apprentices who registered between 2006 and 2007 with a high school diploma or higher education level cancelled, while 54 percent of those with a GED or less cancelled.⁴⁰

DIAGRAM 12: STATUS OF CONSTRUCTION APPRENTICES BY EDUCATION LEVEL

(New Apprentices Federally Registered between 2006 and 2007)

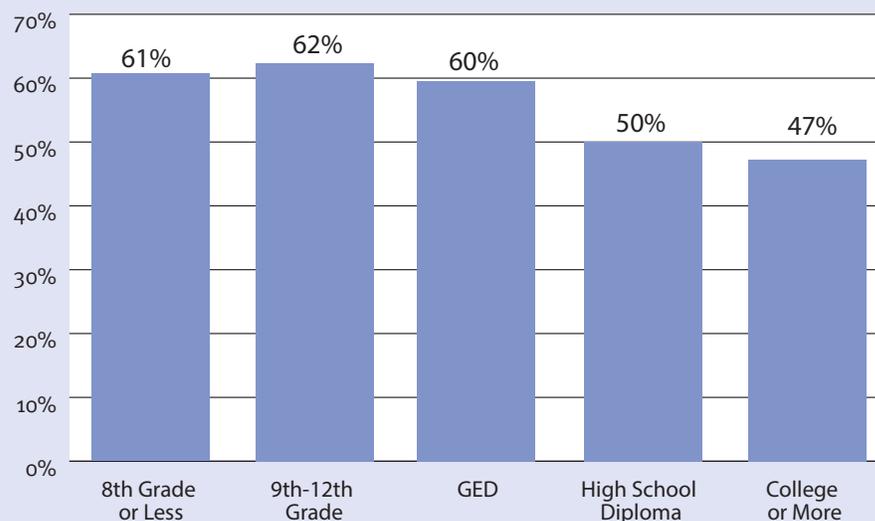


Analysis of Washington state data also suggests that education is a factor in whether apprentices complete their program. Of the 1,633 construction apprenticeship agreements entered into between

⁴⁰ Independent sample t-test revealed a statistically significant difference between those with a high school education and above and those with a GED or less. $t(-28.151), 43531, p=.000$

1994 and 2007 by individuals with a 12th grade education or less, but no GED or high school diploma, 62 percent were cancelled. Only 47 percent of the 2,822 agreements entered into by individuals with some college education were cancelled.

DIAGRAM 13: PERCENT OF CONSTRUCTION APPRENTICESHIP AGREEMENTS CANCELLED BY APPRENTICE'S EDUCATION LEVEL IN WASHINGTON STATE⁴¹
(Newly Registered Apprentices between 1994 and 2007)



Apprenticeship Completion and Cancellation of Military Veterans

Many military veterans who leave service often see construction as a good career opportunity. Our analysis of the OA national dataset found some small, but statistically significant differences in completion and cancellation rates of agreements by military veterans versus non-veterans. From 2006 to 2007, 7,525 apprenticeship agreements were entered into by military veterans. As of May 2012, 49 percent had been cancelled compared to 46 percent of non-veterans.⁴²

Cancellation and Completion Rates of Construction Apprentices Compared to Other Industries

The Registered Apprenticeship system is used by a variety of industries. Nurse assistants, cooks, machinists, and tool and die makers are just a few of the thousands of occupations in which individuals may participate in an apprenticeship as part of their career training. The chart below compares completion and cancellation rates of occupations in various industries for apprentices registered in 2006 and 2007. Completion and cancellation differences are readily apparent among the various occupations, but these occupations also differ in many other aspects. Differences in the length of training, number of classroom hours, physical difficulty of the work, workplace culture, use of the apprenticeship system among employers, and other factors may play a role in the completion and cancellation differences. In construction, in particular, a lot of work is done outside and the industry's cyclical nature means workers are prone to regular lay-offs. Construction workers also often move between employers, because construction projects are typically time-limited and end at some point. In

⁴¹ The results from Washington looking at education levels and cancellation rates are based on analysis of 16,649 apprenticeship agreements between 1994 and 2007. Nearly 64 percent of apprentices, or 29,141 apprentices, who registered during that time did not have an education level provided in the dataset and were not included in the analysis. The following includes the sample sizes for the analysis above 8th grade or less = 122 apprentices; 9th-12th grades = 1,511 apprentices; GED = 3,558 apprentices; High School Diploma = 8,636 apprentices; College or More = 2,822 apprentices.

⁴² Independent sample t-test revealed a statistically significant difference between the cancellation rates of veterans and non-veterans. $t(-4.752)=8565, p=.000$

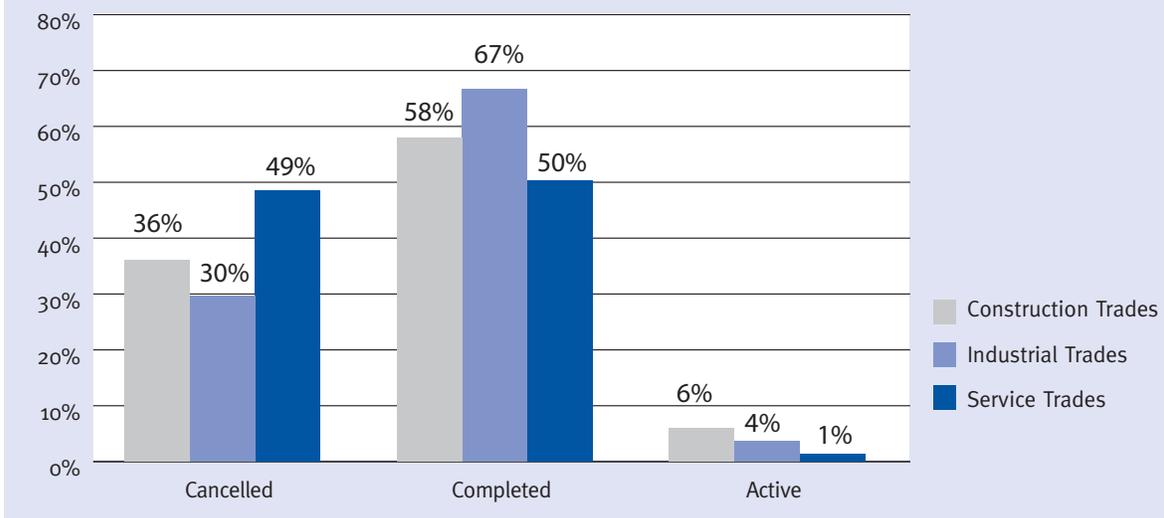
other industries, especially those with a newer apprenticeship model, demand for an apprenticeship credential by industry may be low, which could impact completion.

TABLE 6: SUMMARY TABLE ON COMPLETION AND CANCELLATION RATES OF APPRENTICESHIP AGREEMENTS IN CONSTRUCTION AND NON-CONSTRUCTION OCCUPATIONS AS OF MAY 2012 *(New Apprentices Federally Registered in 2006-2007)*

Occupation	Number of Apprenticeship Agreements	Completed	Cancelled	Active	Median Number of Training Hours Required
Construction Occupations	120,972	35.9%	46.1%	18.0%	8,000
Automobile Mechanics, Technicians and Body Repairers	553	36.0%	38.9%	25.1%	8,000
Cooks	1,090	45.7%	44.9%	9.4%	6,000
Child-care Development Specialists	714	33.0%	47.6%	19.4%	4,000
Firefighters	1,257	61.0%	22.8%	16.2%	4,000
Healthcare Occupations ⁴³	838	37.0%	58.2%	4.7%	2,000
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	2,437	42.2%	40.0%	17.8%	8,000
Millwrights	2,018	37.9%	46.6%	15.5%	8,000
Tool and Die Makers	515	45.2%	34%	20.8%	8,000

The chart below displays data from the Wisconsin Department of Workforce Development for the completion and cancellation rates of apprentices in the service, industrial and construction sectors.

DIAGRAM 14: STATUS OF APPRENTICESHIP AGREEMENTS IN WISCONSIN BY INDUSTRY FOR NEW APPRENTICES REGISTERED BETWEEN 2000 AND 2007



⁴³ Healthcare occupations includes dental assistants, dental laboratory technicians, emergency medical technicians and paramedics, home health aides, licensed vocational and practical nurses, nurse assistants, pharmacy technicians, and others. The occupations with the largest number of apprentices included home health aides (251), nurse assistants (248), pharmacy technicians (106), dental assistants (90), and licensed practical and vocational nurses (71).

Cancellation and Completion Rates of Construction Apprentices Compared to Community Colleges

It is also important to keep community college graduation rates in mind for context and when making comparisons. Many working adults pursue job training and educational advancement in community college programs. Only 22 percent of the full-time students who enrolled in a community college for the first time in the fall semester 2003-2004 earned a certificate or associate's degree at any institution within six years, according to the National Center for Education Statistics.⁴⁴ Data released in 2010 for 33 states by Complete College America, which accounts for all community college students, show that only 13.9 percent of students who enrolled in an associate degree program earned a two-year associate degree within three years. And, only 22.6 percent of students who enrolled in a one-year certificate program earned a certificate within 1.5 years.⁴⁵ Construction apprenticeship completion rates clearly exceed these community college rates. Yet, concern and efforts within the construction industry show that more needs to be done and can be done to improve apprentices' success in the industry.

Summary of Apprenticeship Completion and Cancellation Data

Many construction apprentices struggle to complete their apprenticeships, as seen in this section. While completion and cancellation rates vary by year, longitudinal data from state sources and previous research suggest high rates of cancellation have always been an industry issue. The data also show that various demographic groups such as minorities, those with less than a high school education, and women have higher cancellation rates than whites, those with higher levels of education, and men. While completion and cancellation rates in some industries, such as the service occupations, are sometimes worse than those in construction, other industries, as well as some specific occupations within the construction industry, show higher completion rates, suggesting room for improvement.

The report's next section discusses the unique challenges construction apprentices face, factors that may influence whether they complete or cancel, and strategies that may help more apprentices complete apprenticeships.

⁴⁴ A. W. Radford, L. Berkner, S.C. Wheelless and B. Shepherd, "Persistence and Attainment of 2003-04 Beginning Postsecondary Students: After 6 Years," NCES 2011-151, Washington, D.C.: U.S. Department of Education, National Center for Education Statistics, <http://nces.ed.gov/pubsearch> (accessed February 2, 2013).

⁴⁵ Complete College America, "Time is the Enemy," (September 2011), http://www.completecollege.org/docs/Time_Is_the_Enemy.pdf (accessed 10 May 2013).

Barriers to Apprenticeship Completion in the Construction Industry

It is not uncommon for about half of the apprentices in the construction trades to cancel out of their apprenticeships, as previously documented. Although certain factors (e.g., age, race/ethnicity, education level and occupation) correlate with higher cancellation rates, the primary reasons why building trades apprentices do not complete their programs are less clear. When reporting enrollment figures to government authorities, employers who sponsor apprenticeships can specify a primary reason for an apprentice’s cancellation. But, the sponsors did not cite a reason for the majority of cancellations from 2006 to 2011,⁴⁶ according to an analysis of national OA data regarding the reported reasons for cancellation.

Researchers in recent years have sought to identify the main causes of cancellation by surveying or interviewing a variety of apprenticeship stakeholders.⁴⁷ Identifying or rank ordering the most common and significant causes of cancellation has been difficult. Moreover, different parties tend to cite different reasons. Cancelled apprentices commonly attribute their departures to job insecurities, as well as inadequate supervision and training.⁴⁸ By contrast, employers, training coordinators and even current apprentices tend to point to cancelled apprentices’ poor performance, personal issues and lack of commitment.⁴⁹ Regardless, most stakeholders that AspenWSI interviewed concurred that more cancellations result from the direct action of an apprentice, who voluntarily decides to quit, rather than from an employer or training committee forcing the cancellation. In Wisconsin, 55 percent of cancelled apprentices surveyed in 2010 said they quit voluntarily.⁵⁰

Interviews and focus groups conducted by AspenWSI revealed highly diverse reasons why apprentices cancel and a range of challenges they face. AspenWSI, however, found broad consensus among different stakeholder groups in identifying four overarching challenges to completion: financial security, difficult work environments, school and academic struggles, and life challenges. The perspectives and first-hand accounts of current and former apprentices, as well as of employers, training coordinators, classroom instructors, and other community and industry takeholders are interwoven in this section.

BOX 2: SUMMARY OF CHALLENGES FOR CONSTRUCTION APPRENTICES

Overarching Challenge	Description
Financial Security	Apprentices may experience a number of economic hardships during training. The industry’s cyclical nature means lay-offs are frequent, and apprentices often experience a lack of work. Some apprentices earn low wages the first few years, and this, plus poor saving habits and other money management skills or financial literacy, can cause difficulty maintaining financial security.
Workplace Environment	Apprentices face a work environment full of challenges. A lot of construction work is physically tiring, dirty and occurs outside in tough weather. Apprentices may enter construction work without fully understanding the job’s nature and demands. They may not know what the proper behavior, attitudes and actions are on the job site, which can lead to misconduct. Apprentices may work on a job where the OJT provided by a journey worker is limited or poor, leaving them without sufficient opportunity to develop their skills. Initiation also may go too far into hazing of apprentices. Women and minorities, in particular, may face abusive remarks or actions. <i>(continued on next page)</i>

⁴⁶ For instance, in 2011, sponsors simply cited “cancellation” as the reason why 77 percent of apprentices cancelled; the next most common responses were “voluntary quit,” representing just 5 percent of cancellations; “program cancelled by registration agency” and “discharged/released” each at 4 percent; and “left for other employment” and “unsatisfactory performance” each at 2 percent of responses.

⁴⁷ For additional research on the reasons behind apprenticeship cancellation, see (Steward and O’Brien-Turco, 2010), (Lerman et al. 2009), (Kelly and Wilkinson, 2012), (Reed et al. 2012), and (Wisconsin Apprenticeship Advisory Council, 2010).

⁴⁸ (Steward and O’Brien-Turco, 2010), (Kelly and Wilkinson, 2012), and (Wisconsin Apprenticeship Advisory Council, 2010).

⁴⁹ (Steward and O’Brien-Turco, 2010), (Lerman et al. 2009).

⁵⁰ (Wisconsin Apprenticeship Advisory Council, 2010).

School and Academic Skills	Being a successful apprentice means being a good student in the classroom and, for many trades, having good math skills. Apprentices may have limited basic math and reading skills and need additional remediation or academic supports to succeed. They may lack test-taking strategies or study skills. The demands of working during the day and going to a school classroom at night may cause scheduling difficulties, if not exhaustion. Classroom instructors may lack knowledge of adult education or teaching experience and, therefore, instruction may not be up to par.
Personal and Life Issues	For all apprentices, “life happens” during their apprenticeship. They may struggle to balance family, work, and school responsibilities and schedules. Many apprentices have children, so arranging and paying for child care can be challenging. Working in construction often requires a great deal of travel, so having money for a car, fuel and car repair is a necessity. For some, substance abuse or issues with mental health can wreak havoc on their chances of succeeding in an apprenticeship.

FINANCIAL SECURITY

Economic hardships are inherently a part of working in the construction sector and, more acutely, for apprentices moving up through the ranks. AspenWSI interviewed current and former apprentices during site visits in Cincinnati and Milwaukee who discussed the financial burdens of being laid off and earning low starting wages. Many apprentices persevere, but for some, financial hurdles proved insurmountable, particularly during the recent recession. Some apprentices lack financial literacy skills and make matters worse by not planning financially for likely hardships.

Frequent Lay-Offs

The nature of the construction industry requires many employees to regularly switch jobs and work for different employers. In 2011, 72 percent of construction workers in the private sector left their jobs at some point, nearly double the 37 percent of all workers who left their jobs in the United States that year.⁵¹ Of the construction workers who left jobs, 17 percent voluntarily quit, 52 percent were involuntarily laid-off or dismissed by their employer, and three percent left for another reason (such as death or retirement). At the same time that 72 percent of construction workers left their jobs, the industry experienced a 74 percent hire rate, revealing that many in the construction industry workforce are regularly moving to different employers.

Construction apprentices are told that temporary lay-offs are part of the natural ebb and flow of construction projects. Yet, this does not always ease the shock of a layoff. “They tell you from the beginning to expect to be unemployed. But, no matter how many times you hear it, it’s still scary when it happens to you for the first time,” said a female carpentry apprentice in Portland, Oregon. Some apprentices interviewed said that once they got used to being laid-off and rehired, they viewed a week or two off of work as an opportunity to rest or catch up on school assignments. But, many apprentices told AspenWSI that they were not always sure they would return to work after being laid-off, especially given the construction industry’s recent ups and downs.

Frequent and lengthy bouts of being out of work took an irreparable toll on many apprentices. When AspenWSI visited Milwaukee in the winter of 2012, apprentices painted a grim picture of unemployment. One apprentice described a regular pattern of layoffs — three weeks on, three weeks off, and so on. He seemed resigned to this, noting that at least he worked some of the time. In St. Louis and Milwaukee, program officials and apprentices said that most apprentices have cancelled in the past few years due to a lack of work. In Cincinnati, layoffs also caused turmoil during the Great Recession, when construction projects dried up, according to union officials interviewed there.

The Milwaukee visit shed light on a difficult predicament facing apprentices, especially those trying to support families: whether to be idle during a layoff, collecting unemployment checks, or to get another type of job, giving up their construction career ambitions. “My challenge is a lack of work, to the point that you got a choice: you can sit on layoff or you can go get a job elsewhere, non-union, and take care of your family,” remarked a Milwaukee apprentice. “A hundred times

⁵¹ U.S. Department of Labor, Bureau of Labor and Statistics, “Job Openings and Labor Turnover – January 2012,” http://www.bls.gov/news.release/archives/jolts_03132012.html (accessed 8 March 2013).

out of a hundred, a man will go and take care of his family before he sits there and takes this government check that is like 10 times less than the amount of money he can make if he was working.”

Repeated layoffs also impede progress in completing apprenticeship programs. A Milwaukee laborer noted that in the last 18 months of his apprenticeship, he accumulated six months of work experience with three different companies. Apprentices in this situation accrue required OJT hours more slowly, lengthening the time of their apprenticeship and making it harder to attain a journey license and the accompanying pay raise. Although the Milwaukee laborer ultimately persevered and became a journeyman, other apprentices find the often prolonged time required to complete an apprenticeship is an insurmountable obstacle. According to researchers in Portland, insufficient OJT hours is a leading cause of cancellation, particularly among non-traditional populations. Their study shows that women and minorities tend to accrue work hours more slowly than white men, which may help explain their higher cancellation rates.⁵²

Low Wages

Even when apprentices have steady work, they report having difficulty making ends meet on apprenticeship wages. In Cincinnati, apprentices reported earning just over \$9 an hour during their first year. Several apprentices noted that they could make more working other jobs in the short-term. “The first year was rough because I was making very little money,” said a third-year carpentry non-union apprentice in Cincinnati. “I could have made more money under the table than I could working 40 hours a week or more.”

Low wages create particularly severe hardship for apprentices with child-care expenses. In Wisconsin, an apprentice reported paying about \$1,300 a month for child care. An African-American electrical apprentice in Cincinnati also said he was struggling to provide for his family and six children.

Because of Registered Apprenticeship’s progressive wage structure, apprentices in the later years of their program reported becoming more financially stable with each bump in earnings. Nonetheless, some said that their apprenticeship was longer than needed. Some said their previous construction work experience was not valued enough and should have enabled them to start at a higher wage and further along in the program. In Cincinnati, a bricklayer apprentice, who had previously worked in construction, but not through an apprenticeship program, shared his reaction after the apprenticeship program would admit him only as a second-year apprentice. “I had six and a half years of experience with the same company. I had passion and I was good. And, they wanted me to settle for \$13.50. I haven’t made under \$14.00 an hour since I was 18 years old. That was a huge, huge blow,” he said.

Limited Financial Literacy and Planning

An apprentice’s limited understanding of financial literacy and planning can aggravate the economic hardship caused by layoffs or low wages. AspenWSI learned that after some apprentices were accepted into a program, they purchased big-ticket items, like a new truck or house, without giving much thought to how they would make payments, when or if work slowed down. Even smaller-scale expenses can add up to major financial woe. A union electrician told AspenWSI that during the first year of her apprenticeship she lived paycheck to paycheck, spending any extra cash on socializing and on purchasing unneeded tools. But, after being laid off, she realized the need to save money.

Layoffs and low starting wages, complicated by poor saving habits and other money management skills, can make an apprentice’s life difficult. In the next section, we discuss the unique challenges posed by the construction workplace.

WORKPLACE ENVIRONMENT

AspenWSI heard numerous accounts of how hard a construction apprentice’s life can be, particularly at work. Apprentices said they work at dangerous and dirty job sites and may be repeatedly assigned laborious and menial tasks. Their superiors may in some instances subject incoming apprentices

⁵² (Kelly and Wilkinson, 2012)

to ribbing or hazing while offering little time or talent to teach the trade. Not surprisingly, some apprentices enter the field unaware of these difficulties and ill-equipped to handle job assignments. Others lack the conviction and work ethic to persevere through such hardship. Employers and apprenticeship providers told AspenWSI that arduous work conditions, coupled with rigorous academics, play an important role in weeding out uncommitted and poor-performing apprentices, producing some necessary attrition. Yet, as apprentices' experiences and perspectives document below, when severe work situations are aggravated by other financial, school and life challenges, even the most determined and skilled apprentices end up at the brink of cancellation.

The Nature of Construction Work

When asked to describe their average workday, apprentices reported some of the same experiences. The day starts early and can run well into the evening, depending upon class schedules, project deadlines and commuting distance. In most trades, the work is dirty, physically exhausting, carries plenty of health and safety risks, and continues during all sorts of weather. As the "low man on the totem pole," apprentices said, they typically do a lot of grunt work such as fetching tools, unloading materials or cleaning job sites. And, they may be assigned the same sort of menial task for several consecutive days.

Apprentices also commonly reported that they had trouble making it through long, hard and often monotonous days. Apprentices noted that several colleagues cancelled as a result of the nature of the work, echoing other research findings. Asked why apprentices cancel, a Milwaukee apprentice replied, "Some didn't know what they were getting into."

Apprentices and program officials shared stories of cancelled apprentices who were afraid of heights, who couldn't handle the daily pressures of risky work conditions, who were physically unfit and easily exhausted from hard labor, and who did not expect to work in inclement weather, get dirty or do menial tasks.

A common theme emerging from the research literature and from AspenWSI's site visits is that many apprentices enter their programs mistaken about the work conditions they will encounter. Most apprentices interviewed in Cincinnati in 2010 by other researchers for another study said they entered their program not clearly aware of what their job would entail.⁵³ Moreover, researchers in Oregon found that a common reason apprentices cancelled was because they were a poor fit for the work.⁵⁴

While some apprentices told AspenWSI that prior to their apprenticeship, they previously worked or had been schooled in the building trades, other apprentices acknowledged that they knew very little about the building trades. They told stories about how they were sent to fetch tools and struggled mightily to identify the right ones. "I just didn't know a lot of the stuff that they would ask me to go get," said a non-union electrical apprentice in Cincinnati.

Program officials and employers also said that some apprentices do not take workplace rules seriously, and they were astonished to witness some apprentices text messaging on the job. They commonly cited apprentices' tardiness and absences. And, they reported that the newest generation of apprentices do not respond well to hard-nosed discipline, perhaps because they are unaccustomed to being yelled at. Meanwhile, apprentices told AspenWSI that their expectations of how they would be treated and supported on the job did not match their experiences in the workplace. These workplace realities are covered in the report's next two sections.

Limited Skills Development and On-the-Job Training

Across the board, apprentices interviewed in Cincinnati and Milwaukee expressed frustration with the overabundance of grunt work and the limited exposure to their craft's assortment of skills and work. Apprentices said the lack of skill-building opportunities provided contributed to performance issues and hampered their career development, causing some to give up and drop out. A Milwaukee plumbing apprentice pointed to the importance of quality OJT in achieving success in a craft. "The plumbing apprenticeship program's standard of excellence is very high, and I vouch for it. But, the

⁵³ (Steward and O'Brien-Turco, 2010)

⁵⁴ (Kelly and Wilkinson, 2012)

instructors can only take you so far,” he said. “You can get as much training in the books as you want and know the plumbing code, the electrical code. But, if every day you go to work, nobody gives a damn about you, you will be lost. It’s all about the on-the-job training you get.”

Much of the blame for not adequately training apprentices was directed at journey workers. Many apprentices asserted that supervising journey workers do not follow through with their training responsibilities, due to time restraints, competition for available work, or poor interpersonal and supervisory skills. Some criticism also was aimed at management for not prioritizing OJT or ensuring its quality.

In Cincinnati, some union-based training coordinators explained that shrinking profit margins on construction bids forced contractors to hire fewer workers for projects and to demand greater productivity. Consequently, they said, apprentices are now more likely to be assigned manual or menial tasks rather than shadowing and working alongside journey workers. Moreover, because of tighter project deadlines, journey workers are compelled to focus on completing skilled tasks on the job site rather than training apprentices. “There’s a lot of journeymen that don’t care and they’re like ‘You’re slowing me down’ or ‘I got deadlines to meet,’” said a Milwaukee apprentice. “Especially with the economy and job bids being tight, if you screw up one thing, then they’re losing money on the job, and they’ll blame the kid or the apprentice.”

Taken to the extreme, some employers reportedly do not offer OJT opportunities for incoming apprentices, as a matter of policy. A union-based employer in Cincinnati asserted that other area contractors have developed a bad reputation for not training apprentices in their early years and, instead, using apprentices as a source of cheap labor to move materials or dig ditches. This employer said that apprentices who face these work circumstances can contact their training committee, which, under collective bargaining rights, can reassign the apprentice to another job site.

Still, some apprentices may be afraid to protest or be labeled a “whiner.” Even when apprentices stridently requested training, some reported they faced resistance from journey workers. Apprentices surmised that some journey workers balk at overt training requests because they have already concluded that an apprentice was not cut out for the job. An electrical apprentice in Milwaukee relayed a story about a struggling peer who quit out of frustration after never receiving training. “He didn’t quite get the book work, but he probably would have if he had done the physical work in the field,” the apprentice said. “But, every single day, for literally a year, he pushed the broom and was told to organize the same toolbox over and over again, even if it had not been messed up. Every time he asked a question, they barked back, ‘Don’t ask, that’s not what you are doing.’ So, he got really frustrated and quit.”

Several people interviewed by AspenWSI also reported that some journey workers are reluctant to provide training for apprentices if they view the apprentices as future competitors for jobs. “Instead of a foreman or a journeyman taking you under their wing, they see you as competition once you become a journeyman,” said a Cincinnati union carpentry apprentice. The apprentice added, “They don’t want to help you. As an apprentice, if you do the job that needs to be done better or faster than they do, they will run you right under the bus to get you out of there.”

Even when journey workers do offer apprentices some tricks of the trade, they can be ineffective teachers. “A lot of times . . . it’s been, ‘Okay, I need you to do this. This is how you do it.’ And, then they are gone and I’m doing it and I’m all by myself,” one apprentice said. “And, come to find out, it’s wrong and I’m like, ‘I really wish somebody had been standing here with me, guiding me through this more.’” Another interviewee, a union electrical apprentice, reported that she was never offered adequate time to practice a new skill on the job. “I have a chance to learn something and then I get a couple of days of it and then it’s like, ‘Okay, now we need you to go do this,’” she said. She also described struggling with how to strike the right balance between asking to learn something new and being a “good employee” who does her assigned tasks, no matter how repetitive or menial.

Even with the best training conditions, many contractors specialize in particular segments of construction, making it unlikely an apprentice will learn all aspects of a trade through one employer. This is a particular problem for apprentices, many non-union, who spend their entire apprenticeship with one employer. In Cincinnati, a non-union electrical apprentice reported that he learned in class

that journey-level electrician work includes significant aspects that neither he nor anyone else at his company does. He did not know how he would learn them on the job site, where electricians are specially hired to handle more specialized tasks. “I just pull cables at my job,” he said. “But, as an electrician, you’ve got to do pipe bending. I don’t know how I am going to learn it, aside from class. My employer subcontracts with electricians. I sort of get to work alongside them, once in a while. But really, the electricians are just there to do their thing, and you got something else that you got to do.”

In contrast, union apprentices tend to rotate between different contractors, increasing the likelihood that they will be exposed to different job tasks and be trained by different journey workers. Generally, union apprenticeship program officials reassign apprentices upon completion of a particular job, but may initiate job rotations earlier if apprentices are not receiving adequate on-the-job training. Beyond insufficient training, apprentices also may encounter an uncomfortable, unfriendly and occasionally hostile work environment, as discussed next.

Inhospitable Workplaces

Apprentices, journey workers and apprenticeship program providers all told AspenWSI that “ribbing” or friendly teasing is an everyday occurrence at the job site. At best, this is good-natured and promotes camaraderie on the job site. Many noted, however, that this can become abusive name-calling that crosses the line into overt abuse or hazing. Unsurprisingly, going to this kind of job site can be unpleasant or even a game-changer for apprentices unaccustomed to an inhospitable and hostile work environment. “Some people quit because they couldn’t deal with hazing,” reported one journey-level laborer in Milwaukee. Seasoned apprentices, journey workers and others contended that apprentices who figure out whether and how to push back can survive hazing. They acknowledged, however, that some apprentices get beaten down, become isolated and eventually cancel.

When presented with fresh faces, veteran workers often try to figure what makes them tick, how to push their buttons, and how to break them in or, worse, break them down, some interviewees explained. Current and former apprentices reported being greeted with belittling nicknames and varying forms of hazing. As a consequence, one Milwaukee apprentice said he felt “demoralized as a rookie” and not a “viable part of the team.” A Cincinnati union apprentice reported that, “as soon as you walk in the door, ... if you look younger than everyone else, they will say, ‘Hey cub, get over here.’ I haven’t heard my first name in four years.”

Apprentices reported that some veteran workers enjoy poking fun at apprentices who were not yet familiar with the nicknames used for tools and other workplace terminology. Sometimes, apprentices say, this was done in good fun. Other times, they claim, journey workers mistreated apprentices by either stealing their tools or blaming their own errors on apprentices. A union apprentice in Milwaukee recalled having tools stolen on the job. “I brought a brand new 30-foot tape measure and within an hour it was gone. Somebody took it to use and never gave it back,” she said. “I also had a brand new voltage tick tracer and put it in the game box the first day on the job. The next day it was gone.”

Apprentices who look or act different are more likely to be the targeted of hazing, some interviewees reported. AspenWSI heard several accounts of abusive remarks or hostile acts directed at African-Americans and women. While some female and minority apprentices in focus groups said they had not experienced racism or sexism, others reported that they had. Some female apprentices and journey workers reported experiencing pointed name-calling. One female apprentice in Milwaukee reported being told, “You’re a girl and need to be at home making babies.” Contrary to some claims that sexual harassment and unfair treatment of female apprentices is uncommon nowadays, three other recent studies report that the vast majority of women interviewed experienced workplace harassment, ranging from patronizing remarks about their ability to do construction work to lewd remarks, unwelcomed sexual advances and inappropriate touching.⁵⁵ In one survey of apprentices in the heavy highway trades in Oregon, 24 percent of minority men and 30 percent of minority women reported experiencing discrimination at work because of their race/ethnicity. This survey also revealed that nearly 40 percent of non-Hispanic white women and 50 percent of minority women

⁵⁵ (Kelly and Wilkinson, 2012), (Reed et al. 2012) and Karen Morgan, “Apprenticeship Focus Group Report: Women and Minorities in Construction Apprenticeship,” Wisconsin Bureau of Apprenticeship Standards, Department of Workforce Development and Department of Workforce Services (November 2006).

reported experiencing discrimination on a job site due to their gender.⁵⁶ Similarly, two of the studies found instances of racial slurs and hazing directed at African-American men in apprenticeship programs.⁵⁷

Noting a misconception that the workplace welcomes apprentices, researchers suggest this misconception is based, in part, on the fact that few victimized apprentices file discrimination complaints.⁵⁸ Indeed, in Wisconsin, no women or minorities filed discrimination complaints in 2008 or 2009. Some attribute this to apprentices' fear of retribution or retaliation from employers and co-workers.⁵⁹

In Milwaukee, however, some apprentices report that offensive remarks got so out of hand that many journey workers were required to attend a diversity training workshop. "There have been so many comments made and so many harassing remarks that they have been forced to take that class," reported one female apprentice. During AspenWSI's site visits, female and African-American apprentices also reported feeling isolated, overtly scrutinized and overlooked at work. "It's definitely a good ole boy system," said an African-American male apprentice, who is one of a few minorities in his trade. "At my first interview, they asked who I knew. Then I would hear it in the field every day, 'How did you get in? Who did you know?'" Another African-American journey worker in Milwaukee lamented, "Being a minority is a problem. It is a good old boys' system. It's all family; it's all cousins, nephews, uncles and brothers."

Apprentices in Milwaukee and Cincinnati said hazing and isolation also may be experienced by people, regardless of race and gender, who do not have relatives in the trades. "The first question asked of me coming in as a pre-apprentice was, 'So where did your dad work or where did your brother work?'" recalled a white male apprentice in Milwaukee. "And I'm just, like, 'My dad worked at an American car company. He was a mechanic.' 'Well, how did you get in, who do you know? I mean, is your brother a pipefitter? Your uncle?' 'No.' And, right then there is like a wall. It's just like 'Okay, you're here. We will deal with you, but you know, you weren't in the family.' I was the first one and that wasn't really looked upon well."

Whether female or male, minority or white, apprentices reported having to figure out how to handle disparaging remarks and hazing or, they say, they would have given up a long time ago. "I used to get exhausted at being disrespected until I learned how to deal with it," said an apprentice in Cincinnati.

Minority and female journey workers in Cincinnati and Milwaukee also told AspenWSI that they have learned over time when and how to ignore or respond to others' unwelcome behavior, whether by responding with good-natured return-razzing, direct confrontation or filing formal complaints. Discerning people's motivation for acting inhospitably, whether it is well-intended or not, whether it stems from ignorance or hatred, is key. "You have to let things like this roll off," said an African-American journey-level electrician. "If you don't have a sense of humor, you won't make it. You have to find ways to fit in and bond with others. Negative and aggressive responses will only egg some on."

SCHOOL AND ACADEMIC SKILLS

School poses another major obstacle to apprenticeship completion. During interviews, AspenWSI heard from training coordinators, instructors and apprentices alike about challenges that apprentices face in the classroom related to basic skills deficiencies, returning to school after a long absence, mastering technical content, and balancing school with a full-time job. In this section, these challenges are briefly described.

Unprepared for Apprenticeship Classroom Training

Math skills are often a critical skill set that apprentices need in order to succeed and become journey workers. "It's sink or swim for electricians, based on math proficiency. You need algebra to bond a pipe," said a journey-level electrician in Cincinnati. Math is routinely cited as a major stumbling

⁵⁶ (Kelly and Wilkinson, 2012)

⁵⁷ (Kelly and Wilkinson, 2012) and (Morgan, 2006)

⁵⁸ (Reed et al. 2012)

⁵⁹ (Swenson et al. 2010)

block for apprentices. For several trades, apprentices who fail too many math tests are dropped from programs. Apprenticeship program officials contend that more apprentices with weak math skills are entering programs than in years past. Instructors report that apprentices often lack a basic understanding of how to read a measuring tape or how to calculate fractions and decimals. And, they struggle with more advanced math, like algebra, geometry and trigonometry, which have practical applications in the workplace. “Academic challenges are getting more prevalent with new apprentices. Forty to 50 percent fail the basic math test,” said a union training coordinator in Milwaukee.

Some apprentices fresh out of high school said during site visit interviews that they never mastered the math concepts required for the trades. Others who had been out of school for several years reported struggling to relearn material or readjust to life as a student. Some mentioned copious amounts of homework, while others said it was a struggle to sit in a classroom again. “It had been, like, probably 10 years since I had been in school,” remarked an electrical apprentice in Cincinnati. “All of this math was basically brand new to me. I had to ask so many questions. So, that was pretty tough, just trying to catch on and catch up.” A journey-level carpenter in Milwaukee recalled, “Going into the trade after not being in school for many years, that proved to be very difficult for me. I found myself studying twice as hard as my peers, my classmates or my coworkers.”

Inadequate Classroom Instruction

Apprentices attributed some of their school struggles to poor teaching by journey workers hired as course instructors. Some apprentices said that some instructors read straight from the textbook, while others never taught the material that appeared on tests. “I had the same teacher for the three years, and he didn’t really teach you anything,” said a carpentry apprentice in Cincinnati. “We had to teach ourselves. And, what I had to learn did not really apply to what I do at work.” Training committee members also acknowledged difficulty finding qualified journey workers to teach courses who both understand the content and know how to teach.

Missing Classroom Hours to Work

Absenteeism is grounds for expulsion from an apprenticeship, but some apprentices commonly attributed their absenteeism to conflicts with work schedules. Apprentices in Cincinnati said some apprentices were frequently tardy to school because they worked 45 minutes away from the classroom training facility. In some instances, apprentices spoke of skipping class in order to work another shift, causing them to fall behind in their classroom training hours. One apprentice in Milwaukee reported that the need to work and earn money trumped the requirement to attend classroom training. “We had a rule that you weren’t supposed to do a second or third shift during the school year,” the apprentice said. “But, with the economy the way it is, you really don’t have a choice. So, you have to take whatever work you can get, and if you got to skip a day of school, you have to skip a day.” This sentiment was echoed by a carpentry apprentice in Cincinnati who said, “Every three months, we are supposed to take a week off work to go to school. A few times recently, I’ve been working 16-hour days building scaffolding on a major job site. I am making \$1,500 to \$2,000 dollars a week. And, they are like, ‘You need to come to class’ and I’m like, ‘No way.’ I am not about to miss a week of this money. I am going to work. So, now I am about to be a fifth-year apprentice, because I have missed a few classes.”

Attending school also can be challenging for apprentices with family responsibilities and commitments, as the next section discusses.

PERSONAL AND LIFE CHALLENGES

Struggles to deal with life’s challenges are a big reason why apprentices cancel out of programs, according to many stakeholders interviewed. Echoing past research, several apprentices told AspenWSI about issues with cars breaking down, child care and substance abuse.⁶⁰ These were just a few of the life challenges we heard about during site visits.

⁶⁰ See (Steward and O’Brien–Turco 2010), (Kelly and Wilkinson, 2012) and (Reed et al. 2012)

Juggling Family, Work and School Responsibilities

Balancing school, work and family responsibilities can be difficult, many apprentices reported. A plumbing apprentice in Milwaukee cited “the commitment” as the top challenge he faced in his apprenticeship. “You go to school all semester long, all night long, 6:00 to 9:00,” he said. “You work all day and you don’t get home until 10:00 at night. You don’t see your family. You don’t see your children. And, it’s not easy.” Another apprentice in Milwaukee echoed this concern. “When you are working 40 hours a week and overtime half the time, you don’t have time to do homework and spend time with your family,” she said.

An electrical apprentice in Cincinnati spoke of the strain on his marriage and relationship with his kids caused by being in an apprenticeship. “By the time I come home from school, it is time for everybody to go to bed. . . . That is really hard on my wife,” he says. Another apprentice in Cincinnati spoke of the exhaustion of going to school and work at the same time. “The biggest thing right now is the schedule of classes. I’m not getting home until late and I am so tired,” he said. “And, I still have to get up, and I still got to go do a full day’s work, and I’m like ‘How am I going to survive this?’”

Child-care Issues

Several apprentices told AspenWSI that they had a hard time arranging child care around work and school schedules. In particular, apprentices said, early morning start times and evening classes do not match most child-care centers’ hours. In Milwaukee, an electrical apprentice said she was fortunate to find a home-based provider who could watch her children from 6:00 a.m. to 4:30 p.m. She still found it costly to pay for the 10 hours plus of child care she needs per day, which used up a sizeable part of her and her husband’s paychecks. She reported that since she and her husband started working in the trades, they have lost government assistance to help cover child-care costs.

Others face the stress of cobbling together child care, whether during work hours, for evening classes or on weekends, so they could focus on schoolwork. In Cincinnati, a single parent of four children told AspenWSI that she quit her apprenticeship program during the first year because she grew weary of constantly having to find a family member or friend to watch her children while she attended class. She said asking her family and friends so often for help had strained her relationships, and sometimes she had to leave her children in less than ideal circumstances. On weekends, when she wasn’t working or at school, the last thing she wanted to do was look for a sitter so she could do her homework, she said. As a result, her grades suffered.

Family commitments also create tensions at work. Several apprentices mentioned having to leave work due to a family emergency, such as a sick child. In Cincinnati, an electrical apprentice said she worried constantly about how taking time off from work to care for her daughter would affect her job security. “It seems like every other week, there is something for my daughter to take care of that I need to take some time off work to help her with, and I worry a lot about how that is going to affect me getting work assignments if things get slow. Are they going to overlook me for some guy because I’m a single parent and they know I need to take off an hour sometimes to help my kid?”

Some apprentices experienced or witnessed bosses being unsupportive with workers who needed to leave work early to care for their children. While these apprentices did not drop out, they knew others who did as a result of this treatment. Other recent studies describe apprentices facing similar challenges, most notably an apprentice who said she was fired for excessive absenteeism when her three children were sick with strep throat.⁶¹ One apprentice in Milwaukee told AspenWSI that apprentices, “get sick of getting harassed about it. If you are the only one taking care of the kids, you got to leave work all the time. The school calls, you got to go. Family does come first even though the job is just as important. Apprentices get really irritated with the bosses giving them a hard time about leaving.” Another factor sometimes making apprenticeship difficult is the need for reliable transportation, as discussed next.

⁶¹ (Reed et al. 2012)

Transportation Issues

Several apprentices discussed the trials and tribulations of getting to and from work. In Cincinnati, two apprentices interviewed mentioned that their cars had broken down. One left the interview with AspenWSI early to pick up his car at the mechanic. Another apprentice spoke of recently buying a car that “turned out to be a lemon.” Others noted the high cost of the gas they need to commute to and from the job site and school. In Milwaukee, pre-apprenticeship program leaders described how one apprentice, with only one car in his household, brought his wife and children to work each day, in case his wife needed the car suddenly. A study by researchers in Oregon noted that an apprentice they interviewed cancelled because he could not afford to keep his car in the working order necessary to drive the long distance to his job site.⁶² During previous research in Maryland, AspenWSI found that an apprentice’s success can be negatively affected by having to pay for driver’s education and for a driver’s license.

Substance abuse

A few apprentices divulged personal struggles with issues, such as substance abuse, that can cost them their jobs. Several employers told AspenWSI that they conduct random drug tests and automatically fire apprentices who test positive for illicit drug use. Employers noted that if an apprentice admits to having a drug problem prior to testing, they are obligated by law to refer the apprentice to treatment. If an apprentice does not go to treatment, employers say their only option is to fire the apprentice.

Mental health

During site visits, AspenWSI heard stories of apprentices who suffered from poor mental health. In one instance, the apprentice’s poor mental health seemed to be a primary reason why the apprentice cancelled out of an apprenticeship.

Summary of Barriers to Completion

As interviews with many stakeholders indicate, there is no one reason why apprentices cancel. For some apprentices, everyday life gets in the way or the industry is not a good fit. Some quit because they need to earn higher wages or remain steadily employed, or the working conditions are too difficult, or life as an apprentice is too demanding. For some, a lack of sufficient training, an unfriendly workplace, and a lack of overall support is challenging. In the next section, we discuss some factors that stakeholders identified as contributing to an apprentice’s success.

⁶² (Kelly and Wilkinson, 2012)

Drivers of Success in Construction Apprenticeship

During site visits to Milwaukee and Cincinnati, as well as other research, Aspen asked apprentices, journey workers, employers and program officials what it takes for apprentices to overcome obstacles, learn the trade, and successfully complete an apprenticeship. Interview subjects broadly agreed that program completion is more likely when apprentices have a personal commitment to a construction career, strong determination, a firm work ethic, and a willingness to learn; a supportive workplace that prioritizes skills and career development; and a support network that eases the burdens and obstacles of apprenticeships.

PERSONAL COMMITMENT TO A CAREER IN CONSTRUCTION

Faced with the considerable length of an apprenticeship, apprentices said they had to remain focused on the long-term benefits of obtaining a journey-level license. They knew that, in the short run, they could earn as much or more in other jobs and face far fewer hardships. But, they stuck in there, knowing that far greater financial rewards and a more satisfying career awaited them upon program completion. “Lots of opportunities come up for other jobs and stuff where they say ‘You can make this amount of money.’ But, I know that in the long run this, right here, is going to be better for me,” said an electrical apprentice in Cincinnati. Some apprentices, and others interviewed, reported that some apprentices who cancelled had viewed their apprenticeship only as a way to earn an immediate paycheck, which doomed their apprenticeships to failure. “They don’t go into it knowing that ‘Okay, I’ve got to go to work and school for the next five years,’” said an apprentice in Cincinnati. “It’s like ‘Oh, this is a job. What? I’ve got school, too?’ They are not actually in it for the career. They are more into it as ‘I needed to find a job I quickly.’”

STRONG DETERMINATION, WORK ETHIC, AND DESIRE TO LEARN

In no uncertain terms, interview subjects attributed much of apprentices’ success or failure to their level of dedication and ability. “Ultimately it comes down to the individual. How bad do they want it?” said a Cincinnati employer. Drawing parallels to professional degree programs, such as medical and law school, instructors told AspenWSI that the rigors of the classroom and the job site are designed to weed out apprentices who are unsuited and uncommitted to a career in the industry. They said that cancellations should be expected because some apprentices do not have what it takes and the process is used to identify them. For their part, apprentices told AspenWSI that they advanced in their apprenticeship by working hard, tirelessly advocating for themselves, and maintaining a belief that they could overcome any obstacle. They said not all apprentices have such dedication. Reflecting on the trials of apprenticeship, a journey worker in Milwaukee said, “If you decide this is what you want, then most of us feel like ... no hurdles can stop us from getting it because ‘I’m going to get to my destination, my goal, what I set out to do.’”

Apprentices also spoke of their work ethic in both the classroom and on the job site. First and foremost, apprentices said, they had to gain journey workers’ respect. So, without complaint, apprentices took on and took care of menial tasks. And, if they were assigned more difficult tasks, apprentices recognized the need to do them correctly. “To succeed you have to be there on time and when you get there, you have got to work fast and hard,” explained a carpentry apprentice in Cincinnati. Only after proving their worth, apprentices noted, did journey workers take greater interest in teaching them. “But once they see, ‘Hey, this kid has got a spark’ or ‘That kid is bright’ the journeymen are going to grab you and teach you stuff,” said an apprentice in Milwaukee. And often, apprentices said, their hard work and determination were welcomed by supportive instructors. “You may not be the smartest person in class. You may not be able to get it all the time,” said an electrical apprentice in Cincinnati. “But, as long as you show instructors that you are willing to do the work, to get stuff done, they will help you as much as they can. They’ll stay after class. They’ll make arrangements to come in, whatever you need.”

Women and minorities face a particularly uphill struggle to prove they are fit and able for their trade.

They said they succeeded in winning over skeptical journey workers by insisting on being trained and demonstrating their abilities. “I would work very hard, I would be there on time, and I would listen,” said an African-American apprentice in Milwaukee. “The razzing goes away if you can hold your own. As I learned, I worked super hard. I told the guys on the job site once, ‘I thought you guys would give me more trouble.’ They said, ‘No, because you listen and you work hard. We run the other ones off.’”

Despite their hard work, women and minorities told AspenWSI that their success often hinged on figuring out how to handle being razzed or hazed. They had to learn how to distinguish between relatively harmless teasing and outright harassment. While some said they were able to fit in by teasing co-workers who teased them, others developed “a tough skin” and ignored razzing or took an offending co-worker aside to explain that the razzing was insulting. No interview subjects reported filing formal complaints. “Some of the stuff you deal with in some of these companies, you got to take it with a grain of salt,” said a female apprentice in Milwaukee. “You just keep pressing on because of the bigger goal.”

A SUPPORTIVE WORKPLACE THAT PRIORITIZES SKILLS AND CAREER DEVELOPMENT

Even the most driven apprentice can run into insurmountable obstacles at work and in school, as shown in the previous section. During site visits, several apprentices and journey workers interviewed described ways that employers and other journey workers contributed to a workplace culture that supports career development and does not tolerate discrimination.

In some instances, apprentices described an environment where the boss set the tone by taking a personal interest in apprentices. In Cincinnati, a couple of union contractors said they take care to assign apprentices to journey workers whom they know are good trainers. A male journey worker in Cincinnati said his boss memorized the names of all the apprentices on the job site. That level of personal connection made apprentices feel welcomed and supported. In Milwaukee, a female journey worker told AspenWSI that a recent boss had taken the rare step of actively tamping down hazing and hostility. “The owner of my company had high moral standards,” she said. “He told me right away when he hired me that ‘You know, these guys are rough and tough. If they give you a hard time or they go too far, just let me know.’”

In Cincinnati, the union electrical program has taken initial steps to gauge the quality of on-the-job training. Apprenticeship program staff calls journey workers three times during an apprentice’s first-year probationary period to ask about the apprentice’s performance. The journey worker must score their assigned apprentices on a number of items, using a 1 to 10 scale. If time permits, program staff reaches out to apprentices, praising them for good work or helping them address work-related difficulties.

Despite offering numerous accounts of hazing and hostility, several apprentices identified some journey workers who have fulfilled their training responsibilities or offered informal mentoring and counsel. Apprentices credited these supportive journey workers with helping them succeed. “They are just easier to ask,” for help or advice, said a carpentry apprentice in Cincinnati. “They won’t give you any negative feedback. They are just right on it to teach you.” An apprentice in Milwaukee described a supportive journey worker telling him, “Alright, you sit here and watch me do this for five hours, and then we’re going to flip the script. You’re going to do it, and if you have a question, please ask me.”

Apprentices also noted the importance of high-quality training facilities and opportunities for hands-on learning. Several union programs in Cincinnati recently opened impressive facilities offering traditional classes and expanded hands-on training labs designed to better equip apprentices with work-related skills. This kind of training facility made a difference, reported a bricklayer apprentice who re-enrolled in the program after dropping out earlier. “Before, we were in a garage with one guy trying to teach all of us,” he told AspenWSI. “Now we’re in a big facility with two full-time teachers, which has helped a lot. You’ve got classroom time and then you’ve got your hands-on. And, they teach you the actual science behind what you are doing.” Apprentices said receiving hands-on training at school helped their learning process and better prepared them for work. A carpentry apprentice praised the experience of building playground equipment in class. “I learn from doing it,” he said. Without this, he added, “I could study a book and pass all the tests but not remember any of it, because I didn’t touch it.”

A SUPPORT NETWORK TO EASE THE BURDENS AND OBSTACLES OF APPRENTICESHIPS

Apprentices face numerous financial, academic, work and family challenges, as described earlier. The importance of a support network to help apprentices overcome these difficulties was made clear in Milwaukee and Cincinnati. During interviews there, apprentices cited support from mentors, employers, family members, friends, instructors and pre-apprenticeship programs as instrumental to their success.

From first-year apprentices to seasoned journey workers recalling their early days in the trade, several interview subjects said they “learned the ropes” through a journey worker’s mentorship. For apprentices with no personal connections to the trades, in particular women and minorities, a mentor helped them overcome a sense of isolation and figure out how to succeed. Recalling her days as a new apprentice, an African-American carpenter in Cincinnati said she was fortunate that a journey worker took her to task when she did not come to work or slacked off on the job. Several interviewees found mentors who were journey workers nearing retirement and motivated by a sense of responsibility to preserve their trade. “You got a guy that is two months from being out the door or a year from being out the door, he wants to share that knowledge,” said a Milwaukee journey worker, recalling a mentor journey worker he had as an apprentice. “He wants to make sure that the trade goes on.” Apprentices also spoke of instructors willing to stay after class to help them.

In other instances, apprentices cited spouses, family members or friends as a great source of support. Having someone to watch a sick child, from whom to borrow a car from, or to provide encouragement seemed important to apprentices. Many noted that to have a real impact, a support network and links to helpful resources must be more intentional and well-structured. In the next section, we discuss promising strategies to help apprentices find supportive networks and resources that increase their chance of success.

Efforts to Support Apprenticeship Completion

During our research, we found several efforts around the country that support apprentices' success.

PRE-APPRENTICESHIP PROGRAMS

As discussed in AspenWSI's previous research, pre-apprenticeship programs are a promising strategy to help prepare and connect people, especially those who are low-income, minority and female, to careers in construction. Many pre-apprenticeship programs offer math and basic skills remediation, hands-on experience, apprenticeship test preparation, financial literacy training, support services and case management, among other services designed to specifically address many of the apprenticeship challenges discussed in this report. Sometimes these services offer enough to help workers enter an apprenticeship and succeed. Pre-apprenticeship program leaders, however, reported that they struggled to provide the long-term supports many apprentices need after beginning an apprenticeship.

RETENTION COUNSELORS

In Cincinnati, union and non-union apprenticeship providers have teamed up with a community-based organization, Partners for a Competitive Workforce (PCW), to reduce high cancellation rates of first- and second-year apprentices. During a two-year pilot program begun in fall 2011, PCW funded the hiring of a "retention counselor," who provides a cohort of apprentices with supplemental counseling, tutoring and other assistance. The program was offered to 57 construction apprentices entering the IBEW-NECA joint electrical program or three building trades programs offered by the Ohio Valley ABC. Although it is too early to assess the program's effect on apprenticeship completion, over 80 percent of apprentices remained in their apprenticeship programs approximately 20 months after their admission, according to the most recent data available for the pilot, which ends in fall 2013.

PCW created and funded the retention effort after studying the scope, causes and costs of cancellation. After analyzing data requested from the Ohio State Apprenticeship Council, PCW determined that over the past decade, about half of the men and nearly three-quarters of the women in building trades apprenticeships had dropped out, the equivalent of about 500 cancellations per year at an estimated cost of \$7 million. Additional research, undertaken by a team of graduate students, concluded that Cincinnati area apprentices cancel out primarily due to layoffs, untenable time commitments, the physical demands of the work, and illness.

Equipped with these findings, PCW convened industry, apprenticeship and pre-apprenticeship stakeholders to identify and implement successful strategies to improve retention. PCW's initial

OTHER EFFORTS BY APPRENTICESHIP TRAINING COMMITTEES, UNIONS AND ASSOCIATIONS TO SUPPORT APPRENTICESHIP SUCCESS

Carpenters' District Council of Greater St. Louis and Vicinity

- ▶ Provides a free 30-minute monthly session with a lawyer for apprentices experiencing legal problems.
- ▶ Partners with a local community college, so apprentices can receive additional instruction through the college's remedial math courses.

International Brotherhood of Electrical Workers, Local 212, and the National Electrical Contractors Association in Cincinnati

- ▶ Apprentices are enrolled in a math refresher "boot camp" during the summer before their first semester of related technical instruction.

Bricklayers and Allied Craftworkers, Local 18, Cincinnati

- ▶ Related technical or classroom instruction is provided in week-long sessions when apprentices are not working, instead of requiring apprentices to work during the day and take classes at night.

Associated Builders and Contractors, Inc., Ohio Valley Chapter

- ▶ All related technical and classroom instruction for apprentices has been moved online. Apprentices participate in a day-long, hands-on lab one Saturday per month.

Other

- ▶ Many joint apprenticeship training committees have begun "train the trainer" efforts. As apprentices near the end of their apprenticeship and become journey workers, they participate in workshops addressing how best to relate to and train apprentices on the job site.

effort provided seed money to Easter Seals to hire the retention counselor. PCW hoped to replicate the success of an earlier job coaching program it established with local health care providers that helped cut turnover of frontline health care workers in half.

Easter Seals hired a retention counselor who had worked in both the construction industry and social services. Officials told AspenWSI it was critical to find a counselor who is resourceful, can develop a good rapport with apprentices, and understands both the industry and social services. Equally important, they added, is that Easter Seals and PCW are known and considered reputable by apprenticeship programs and employers.

Apprentices attend group and one-on-one sessions with the retention counselor and stay in contact through telephone and email. The counselor mitigates obstacles faced by apprentices and helps them remain in their programs. Initially, the pilot program officials assumed the counselor would focus on child-care and transportation barriers. These issues did arise, but others, such as poor performance and attendance in school, led the counselor to focus on outreach to struggling or absent apprentices. The counselor, for example, organized and conducted math tutoring sessions to help academically unprepared apprentices. The extra math support has been credited with helping retain four apprentices who, otherwise, would have failed required tests. The counselor also convened several peer group meetings, addressing topics such as scheduling, employer expectations, hazing on the job site, how to make suggestions to employers, the Top 10 ways to get fired, the generation gap between younger and older workers, and the construction career ladder. Six months into the program, nearly two-thirds of the 57 apprentices had attended at least one meeting, where gas cards also were provided to help apprentices with transportation costs.

Project officials, apprenticeship program staff and apprentices, alike, said the biggest benefit of the retention counselor is that apprentices have someone to listen to their problems and encourage them to continue their studies and career ambitions. The counselor acts as a “sounding board” on issues that apprentices would rather not discuss with program staff or their employer. The counselor also tries to boost the confidence of apprentices who are not sure they can complete their programs. In one case, the counselor helped one union electrical apprentice remain in her apprenticeship, despite her family issues, homelessness and high car payments. The apprentice said she had the aptitude to do the job and to pass school tests, but had low self-esteem. “Having somebody, not a part of the program, that I could go to when I needed help was really beneficial when I had a couple concerns,” she recalled. “He was able to get me some resources, and he just listened. I am not entirely sure I would have gotten through, but his help really made a difference.” Other apprentices also found the retention counselor valuable. “When I first started, I was having trouble with math,” said another electrical apprentice. “He sat with me and went over some things. And, he would just check up on me and ask how things were going.”

As of June 2013, about 20 months after the pilot’s start, 46 of the original 57 apprentices, or 81 percent, were still active in their apprenticeship program. Janice Urbanik, who leads PCW’s construction sector work, was cautiously optimistic that this high retention rate would hold, because research suggests that a significant share of cancellations occur at an apprenticeship’s 18- to 24-month mark. If the high retention level persists, Urbanik said, she hopes employers involved in apprenticeship programs will start helping to pay for the counselor. During the second year of the pilot program, which concludes in fall 2013, project staff hope the retention counselor will make greater strides in engaging employers to support apprentices’ success.

MENTORING EFFORTS

Apprentices and other stakeholders mentioned, during many of our interviews, that mentoring might help improve completion rates. Some said the informal mentoring that once occurred on the job site has disappeared, that the sense of community in the trades is declining, and that more may be needed to replace what has been lost. Apprentices also saw value in more formalized mentoring. When asked what would help improve apprentices’ success, a Milwaukee apprentice said that, if an apprentice “had a problem, whether it be serious or not,” having a mentor available, even for a brief period, “would help a lot.” And, she said, people “would know where to go, who to talk to, how to

fix it or how to do whatever it is they don't know how to do." To address this need, the Wisconsin Regional Training Partnership and BIG STEP (WRTP/BIG STEP) have been working with their industry partners, a local group of minority construction trades workers, and the Wisconsin State Department of Workforce Development (WDWD) to develop mentoring programs.

These mentoring programs have a dual approach, working both "internally" and "externally," according to WRTP/BIG STEP. Internally, WRTP/BIG STEP works with unions to develop customized mentoring programs for their apprentices. For example, WRTP/BIG STEP received an initial WDWD grant to work with the National Electrical Contractors Association and the local International Brotherhood of Electrical Workers (IBEW) to develop and pilot a mentoring program for electrical apprentices. The program's goal is to have numerous mentors, who are journey workers, spread across several job sites in the Milwaukee area, so that "every apprentice has a friend," according to Rhandi Berth, WRTP/BIG STEP Vice President. Mentors are trained with a curriculum initially used in the manufacturing industry. It was customized for the construction industry with the help of a retention counselor with the United Auto Workers. Mentor training includes communications, such as how to establish rapport and "break the ice" with apprentices. Mentors also learn how to be a referral resource, so they become "the point person for support and the facilitator or connector to internal or external supports," according to Berth.

Apprentices in IBEW's mentoring program can select the mentor they want. Otherwise, IBEW works to pair apprentices with mentors who live near them so apprentice and mentor have something in common. That proximity also opens the possibility of carpooling and eases the logistics of face-to-face meetings. The first three meetings are face-to-face and mentors give mentees their phone numbers. Mentors have six-month and 12-month reviews of their activities and performance. As of February 2012, IBEW had 21 active mentors. According to IBEW representatives, a recent survey revealed that 30 percent of the program's apprentices had met with their mentors during the past month and some pairs met every other week. IBEW is working with WRTP/BIG STEP to continue improving this effort. In addition, WRTP/BIG STEP is working with the labor-management committee of seven construction trades to examine the issue of cancellation in apprenticeship and serve as a resource for developing other mentoring programs for unions "when they are ready and committed," said Earl Buford, Executive Director of WRTP/BIG STEP. "It helps a lot when these efforts are homegrown within the industry, with a training committee (that) helps set up the training and process for mentoring."

"External mentoring," according to WRTP/BIG STEP, involves linking apprentices with mentors who may be outside of apprentices' employment network, working in different trades, on different job sites, or in different parts of the area. The Skilled Trades Apprentice Mentoring Project (STAMP), also funded by WDWD, links minority and women apprentices to journey workers in the trades. Stakeholders collaborating on STAMP include The Associated General Contractors of Greater Milwaukee, the Milwaukee Building and Construction Trades Council, WRTP/BIG STEP, the Skilled Trades Collaborative, NECA of Greater Milwaukee, Electrical Joint Apprenticeship Training Committee (JATC), Electrician's Local 494, Plumbing Mechanical & Sheet Metal Contractors Alliance, Plumbers JATC, Plumber's Local 75, Laborers JATC, Construction Craft Laborers' Local 113, Southeast Wisconsin Carpentry Training Center, and Women in Trades, a local group of women journey workers.

At the time of AspenWSI's visit in February 2012, the external mentoring efforts were still being designed and tested. The proposed strategy was to reach out and provide mentoring to women and minority apprentices in Milwaukee. WRTP/BIG STEP planned to utilize the willingness, expertise and networks of the Skilled Trades Collaborative, a local group of minority construction journey workers, as well as Women in Trades. "We also hope to leverage public sector support systems and resources to connect apprentices in trouble with work supports needed to prevent job termination or layoff, such as child care, transportation, housing, etc.," Berth noted. These supportive services are not typically offered to employed people. IBEW is helping develop these efforts. Mentors are trained in a manner similar to the mentoring program initiated by the electricians. Mentors and

mentees will set and agree on the goals of their relationship and fill out evaluations of the program at 30-, 90- and 180-day intervals after the relationship begins.

During previous research, AspenWSI observed other mentoring efforts. Most notably, Oregon Tradeswomen Inc. helps female apprentices find female mentors and provides regular networking opportunities and social activities for women in construction, helping build and foster a community of women in the trades.

APPRENTICESHIP ACADEMY

A group of Seattle area stakeholders recently launched the Apprenticeship Academy to help apprentices identify and achieve long-term goals. In addition to creating networking opportunities for apprentices with construction industry leaders, the academy provides apprentices with mentors who assist them on a project of their choosing, which they then present to the Washington State Apprenticeship Training Council. The academy was developed by representatives from apprenticeship training committees, unions, pre-apprenticeship programs, contractors, associations and community colleges. It is managed by Apprenticeship and Nontraditional Employment for Women (ANEW), a nonprofit group in Washington state.

The Apprenticeship Academy meets four times over the course of five months, providing training in communication, conflict resolution and leadership, among other skills. It offers opportunities for apprentices to play a role in community projects as well as guidance on how to support equitable workplaces on their job sites. Apprentices receive training in how to identify, navigate and access educational, community and professional resources that support their success. Participants are referred to the academy by their employer or apprenticeship program. As of early 2013, 14 apprentices selected by apprenticeship program directors had participated in the academy and all remained active in their apprenticeship. They also formed an alliance, which is a subcommittee of the Washington State Apprenticeship and Training Council, and are involved in catalyzing policy and practice changes to support apprentice success. ANEW plans to annually recruit and train a cohort of apprentices for the Apprenticeship Academy.⁶³

DEPARTMENT OF TRANSPORTATION FUNDING FOR PRE-APPRENTICESHIP PROGRAMS AND SUPPORT SERVICES

A state Department of Transportation (DOT) is allowed to use one-half of one percent of the annual funding they receive in federal surface transportation and bridge dollars on training programs and support services for under-represented and disadvantaged populations. While many state DOTs do not leverage these resources to provide additional training or supports, some do. The Oregon legislature passed a law requiring the Oregon DOT to use one-half of one percent (or up to \$1.5 million) of these federal dollars received every two years to increase diversity in the highway construction workforce and prepare people interested in entering the highway construction workforce.⁶⁴

From July 2009 through September 2012, these resources were used to provide fuel and transportation assistance to 274 apprentices in the highway trades, child-care supports to 171 apprentices, and job site mentoring and retention services to 1,033 apprentices. The funds also were used to provide orientation sessions on working in the highway trades, pre-apprenticeship programs, career counseling and remediation services.⁶⁵

The effectiveness of these early-stage efforts is still being evaluated, according to Steve Simms, Director of the Apprenticeship and Training Division at Oregon's Bureau of Labor and Industries. Early evidence suggests the supports may be helping. Among apprentices receiving

⁶³ To learn more about the Apprenticeship Academy, visit <http://anewaop.org/>.

⁶⁴ Maryland also recently passed a law making this funding available to support diversity in construction.

⁶⁵ Oregon Department of Transportation, "Report on the Use of Federal Funds to Increase Diversity and Prepare Those Entering the Highway Construction Workforce," (ORS 184.866), http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/reports/113012_Diversity_in_Hwy_Constr.pdf (accessed 13 December 2012).

supportive services between March 1, 2011, and August 31, 2012, 88 percent of the female and minority apprentices were still active on August 31, 2012, compared with 84 percent of white male apprentices, said Simms. Overall trends for minorities and women are improving as well. About 76 percent of all women and minorities, including those who did and did not receive support services, who were apprentices between March 1, 2011, and August 31, 2012, in the five major highway trades, including carpenters, cement masons, ironworkers, laborers and operating engineers, either remained active or completed their programs during this period, compared with 80 percent of the white men apprentices. These numbers, said Simms, “close the traditional gap that we have seen in retention rates for women and minorities.”

Recommendations

Below, we draw on our research to provide recommendations to various audiences about roles or actions they may take to improve apprenticeship completion rates in construction.

FOR POLICYMAKERS AND INVESTORS

Use infrastructure investments to put construction workers back to work. Investing in infrastructure would contribute significantly to rebuilding our roads, bridges and public spaces, such as schools, while also strengthening our construction workforce. This is especially true at a time when so many construction apprentices and journey workers still struggle to find continuous employment and when our nation needs serious infrastructure improvements. The recent recession took a heavy toll on the construction industry and caused many lost opportunities for apprentices to gain OJT hours and work experience. To complete their programs, apprentices rely heavily upon employment opportunities to gain their OJT hours. Many of these opportunities are spurred by investments in building new highways, bridges, water and electrical systems, schools, hospitals, and more. Apprenticeship utilization requirements, which guarantee that apprentices work a certain percentage of the total construction labor hours on a construction project, can help more apprentices access opportunities created by these investments and should be encouraged. Including a requirement for all contractors to participate in state or federally-registered apprenticeship programs on publicly funded projects would also help ensure these new projects are helping to increase demand for construction apprentices. Making these investments now could not come at a better time for our nation and for the construction sector.

Support better data collection and management. Policymakers need to invest more resources in supporting better data collection on apprentice outcomes in order to shed light on why apprentices cancel, and the different preparation, support and training strategies that lead to the best outcomes. The experience of construction apprentices varies greatly and we need a stronger understanding of which apprentices succeed and fail, and why. The Office of Apprenticeship has made great strides in improving data collection and management, as have many state apprenticeship agencies. Yet, more needs to be done. Improving collection of data that better quantifies reasons for cancellation, in particular, may further identify the most common barriers to completion. As the apprenticeship grows in construction and other industries, we will need a stronger understanding of what is effective. Directing more resources to the Office of Apprenticeship to expand its ability to collect and analyze quality data is, as a result, critical to the success of our Registered Apprenticeship system.

Improve apprenticeship programs' access to public resources. Apprenticeship programs receive little, if any, government support to help pay for the cost of training apprentices. As such, apprenticeship programs' resources are not sufficient to address all of the barriers to completing an apprenticeship. Apprentices struggle with the costs of child care, transportation, housing and more, as this report describes. Oregon is among several states that have leveraged DOT funding to provide support services to apprentices, as noted above. Some officials with whom we spoke, however, said these funds are not always easily accessible, and sometimes, legislation is required to access and use the funds for training and support services. We encourage state DOTs to work more closely with industry stakeholders and others involved in building a skilled and diverse construction workforce to find ways that DOT resources can be used to improve apprenticeship programs. Policymakers should also work to ease access to Workforce Investment Act funds and other public resources to support apprentices in training.⁶⁶ Making support services such child care or transportation assistance available to apprentices through WIA would help address some of the barriers apprentices face in completing their programs. Also, as the industry tries to recruit the next generation of skilled workers, public investments in marketing and promoting construction careers would help programs reach and recruit high-caliber candidates for apprenticeship slots.

⁶⁶ For ideas about how to build collaboration among the workforce system and Registered Apprenticeship programs, please see a memorandum from Jane Oates, Assistant Secretary of Labor titled, "Training and Employment Notice No. 44-11," available at http://wdr.doleta.gov/directives/corr_doc.cfm?docn=4843.

Provide longer-term supports to apprentices via pre-apprenticeship programs. Providing pre-apprenticeship programs with the resources to provide longer-term supports to the apprentices that they place would help more minorities and women finish their apprenticeships. Many pre-apprenticeship programs excel at helping low-income adults, particularly women and minorities, prepare for and enter construction apprenticeships. Resource limitations, however, often mean that the services, supports and intensive services are not available to apprentices as they encounter the challenges of apprenticeship.

Support and evaluate more mentoring and retention efforts. Piloting or supporting more efforts, such as mentoring and the use of retention counselors, as well as evaluating their effectiveness, seems the next step in identifying specific approaches to increase apprenticeship completion. Formalized mentoring programs such as those in Milwaukee and the use of retention counselors in Cincinnati offer promising approaches to help apprentices adjust to the rigors and difficulties of apprenticeship and the construction industry.

FOR PRE-APPRENTICESHIP PROGRAMS

Leverage alumni and industry networks to build mentoring and networking opportunities. Pre-apprenticeship programs should leverage alumni from their programs or their other industry contacts to ensure that each participant they place in an apprenticeship has a mentor from the start. Mentors are clearly a necessity in the construction industry. A mentor can provide the support and encouragement that a struggling apprentice needs to persevere. But, some apprentices struggle to find a mentor. Providing regular and informal networking opportunities, as Oregon Tradeswomen Inc. does, also would help new apprentices build the professional and support network they need to succeed.

Track and support the apprentices throughout their first year of apprenticeship. As pre-apprenticeship programs graduate one class of participants and enroll another, resources may need to be invested to make sure graduates succeed, even if this means using some resources earmarked for enrolling new participants. Most construction apprentices drop out during the first year. Pre-apprenticeship programs may find it challenging, given their scarce resources, to spend another year tracking and engaging a participant. Yet, setting up processes for regular check-in calls, emails or in-person meetings can be done efficiently. Sometimes, all an apprentice needs is a word of encouragement or a gas card to get through the next week. In addition, because a valid driver's license is needed to enter and succeed in most registered construction apprenticeship programs, all pre-apprenticeship training providers should incorporate driver education and licensure opportunities in their program designs.

FOR APPRENTICESHIP PROGRAMS AND INDUSTRY LEADERS

Improve supports for the development of math skills. Increasing supports in apprenticeship programs such as additional tutoring, “math boot camps,” or access to community college resources — as many apprenticeship programs already do — is worthy of investment. Math skills are essential to success in many of the trades, but many apprentices lack math skills or are out of practice, because they have been out of school for a while. Increasing math support to these apprentices could help more of them stay in their programs and succeed.

Minimize conflicts around school, work and family schedules. Apprenticeship programs should try to design better training schedules, so they better accommodate apprentices' work schedules and family commitments. Today's apprentices often have families and even those who do not, may find it difficult to manage an apprenticeship's intensive work and school schedule. Faced with more adult learners on campus, community colleges have started to offer more classroom training options at night, on weekends and online, and apprenticeship programs would be wise to consider how they can implement more flexible options.

Increase oversight of OJT and job rotations. More should be done to ensure that apprentices get the on-the-job training they need. Apprenticeship programs should work closely with employers to institute procedures and safeguards ensuring that apprentices are assigned to journey workers who have

the time and interest to train apprentices. Regular check-ins with apprentices and their assigned journey workers sometimes happen on paper, but rarely in person where a better assessment and conversation would occur, according to site visit interviews. Apprentices also often lack a comfortable process for evaluating their OJT or for filing a complaint when OJT is substandard. Apprentices told AspenWSI that they need to rotate employers and jobs during their apprenticeship. While most programs are designed to include these rotations, this does not always happen. Regular rotation helps workers build better all-around skills by exposing workers to different employers and types of work. It also gives some workers the opportunity to rotate out of a work environment where they are being treated poorly.

Provide credits for previous experience and instruction. Apprenticeship programs should create clear and defined assessments for use in evaluating an apprentice's prior experiences and awarding credits fairly. Apprentices who receive credit for previous on-the-job experience or classroom instruction tend to complete their apprenticeships faster. And, those who do not receive credit cancel in higher percentages than those who do. We heard of apprenticeship programs that award credits, but their process sometimes seemed unclear or subjective. Developing some clear standards and processes to award credits objectively should be considered if not already being done.

Support a culture that does not tolerate abusive behavior and hazing. Industry leadership, at all levels, must speak out more against abusive behavior directed toward apprentices, especially minorities and women, and implement policies discouraging it in any form. In recent years, the construction industry has made remarkable progress in creating a more diverse workforce. But, in some instances, minorities and women, in particular, have been met with hostility, including hazing, as a response to an apprentice's race or gender. While some forms of abusive behavior may be viewed as harmless, they are not — and have no place in any industry.

Leverage the resources of your community partners. In an era of shrinking resources, collaboration with pre-apprenticeship programs, nonprofit and human services organizations, and community colleges can greatly support workers' success by providing assistance with child care, housing, transportation, financial literacy instruction and basic skills development. Members of today's construction workforce are often older, have children, and may not have attended school for some time, according to many of AspenWSI's interviews. Pre-apprenticeship programs have resources to conduct outreach, screening and assessment before someone becomes an apprentice, and sometimes provide support services to apprentices. In some instances, as was done in Cincinnati, a community organization or set of organizations may be able to contribute resources toward hiring retention counselors.

Consider implementing a mentoring program. Set up a strong program by seeking outside guidance and expertise from others who have done it. To be effective, these programs need resources, ongoing attention and regular evaluation. Many apprentices spoke of the value of having a mentor. But, many industry long-timers said that the informal mentoring that once occurred on the job site no longer does. Setting up formal mentoring programs would be useful. But, while designing and implementing mentoring efforts may seem straightforward, many mentoring programs fail if they aren't developed well.

Increase community outreach and awareness of construction careers. Building stronger relationships with K-12 schools, as well as community and technical colleges, in order to promote and market construction careers to young people, minorities and women, would help build a stronger pipeline of construction apprentices. Leveraging community resources and networks to help with this outreach also is wise. Construction careers are no longer seen as a good opportunity by young people or by teachers and counselors in the K-12 system, many people told AspenWSI. And, minorities and women are also often unaware of the good jobs this industry can provide. Industry leaders, with government assistance, must do a better job of selling construction careers to individuals for whom the industry is a good fit.

Conclusion

Now and in the future, the United States needs a skilled and diverse construction workforce in order to build a competitive and equitable economy. For the construction industry, apprenticeship programs are a tried and true method of developing highly-skilled workers. Like any method, however, this one needs updating. Today, by many estimates, one out of every two construction apprentices drops out of their apprenticeship program. Some attrition is inevitable and necessary. Yet, losing so many apprentices hurts not only these once-aspiring construction workers and current construction workers, but also employers and, potentially, our nation's economy. Some improvements in completion are necessary, especially when the construction industry is grappling with both short- and long-term workforce challenges due to two other harsh realities — many construction workers are approaching retirement and many workers left the industry during the recession that began in 2008. In recent years, many community colleges and universities — which are the primary training ground for our nation's workers — also have seen an increasing number of their students fail to complete their programs. Seeking to address this and to better serve a new generation of students with different needs, some community colleges and universities are re-evaluating and re-envisioning their student services, instruction, curricula and collaborations with other types of institutions. Faced with similar challenges, construction apprenticeship programs should do the same, under the leadership of the stakeholders who regulate, operate or support the programs. Solutions to address apprenticeship cancellation are being developed in some communities such as Cincinnati and Milwaukee. Elsewhere in the country, construction industry stakeholders and their community partners also need to act — to begin a dialogue and to work together to ensure that the current generation of apprentices, and those who follow, have a better chance of becoming skilled journey workers. Apprenticeship is one of our nation's most successful training approaches and one of our greatest assets. Strengthening it will only serve to make our workforce, our businesses and our economy stronger.

APPENDIX A: NOTES ON FEDERAL AND STATE DATA SOURCES USED IN THIS REPORT

National Data

The Office of Apprenticeship in the Employment and Training Administration at the Department of Labor in Washington, D.C., provided AspenWSI with a dataset in May 2012 constructed from their Registered Apprenticeship Program Sponsors Database (RAPIDS) including 581,446 federally registered apprentices from 1999 to May of 2012. Though apprentices from all 50 states are represented in the database, disclosure requirements and data set limitations meant all construction registered apprentices in the U.S. are not included in the analysis. Twenty-five states' apprenticeship systems are regulated and governed by State Apprenticeship Agencies who report their data in aggregate to the Federal Office of Apprenticeship. Though the Office of Apprenticeship has some records of apprentices in these states, due to the presence of federal staff in these states, these records do not include all apprentices, thus, limiting our analysis to a subset of construction apprentices. Our analysis also focuses on apprentices registered from 2006 to 2007. Prior to 2006, fewer states reported data via RAPIDS and issues with data collection impacted data accuracy. The analysis we use in discussing national apprenticeship completion and cancellation comes from a sample of 120,972 apprentices who were identified as being in the construction industry through O*Net codes. Our analysis looked at all construction apprentices registered between 2006 and 2007 regardless of when the apprentices cancelled and regardless of whether an apprentice had registered in more than one apprenticeship. The analysis includes 2,167 records of duplicate apprentices or those who enrolled in more than one apprenticeship program.

Ohio Data

The Ohio State Apprenticeship Council (OSAC) provided AspenWSI with data the Council obtained on April 1, 2011, from national Registered Apprenticeship information system (RAPIDS) through the U.S. Department of Labor Office of Apprenticeship. The data includes analysis of 31,288 records of construction apprentices, identified by O*Net code, registered from January 1, 2001, through December 31, 2010. OSAC could not feasibly determine how many duplicate records of various kinds are in the selected data set. OSAC provided AspenWSI with previously analyzed data, not a dataset of individualized records. Analysis on completion and cancellation rates was done only for apprentices registered between 2001 and 2005.

Massachusetts Data

The Massachusetts Department of Labor Standards, Division of Apprentice Standards, provided AspenWSI with data on 18,738 records of apprentices registered between January 1, 2001, and December 31, 2007. After removing apprentices from other industries based on occupational title, 13,336 records of construction apprentices remained. Data were received by AspenWSI in August 2012. An unknown number of apprentices with duplicate records, including those who enrolled simultaneously in multiple programs or who dropped in one program to re-enroll in another, also exist in this data set.

Washington Data

In April 2012, AspenWSI obtained a dataset from Apprenticeship Section at the Washington State Department of Labor and Industries. The data includes 69,339 records of apprentices registered between 1994 and 2012. Analysis for this report focused on 45,790 records of construction apprentices, identified through by O*Net Code, registered from 1994 through 2007. A total of 2,696 duplicate records were identified and left in the dataset for the analysis AspenWSI conducted.

Wisconsin Data

AspenWSI obtained data from the State of Wisconsin Department of Workforce Development (DWD) in May 2012. DWD houses and updates data on apprentices registered in the state on their website at http://dwd.wisconsin.gov/apprenticeship/statistics_data.html. AspenWSI's analysis focused on 13,904 records of construction apprentices registered between 2000 and 2007. An unknown number of duplicate records exists within this data.

APPENDIX B: REGISTRATION AND DEMOGRAPHIC INFORMATION OF CONSTRUCTION APPRENTICES

Appendix B is available at <http://www.aspenwsi.org/resource/construction-stat-appendix>.

APPENDIX C: STATISTICAL APPENDIX

Appendix C is available at <http://www.aspenwsi.org/resource/construction-stat-appendix>.

ASPENWSI'S RESEARCH INTO PRE-APPRENTICESHIP PROGRAMS

Construction Pre-Apprenticeship Programs: Results from a National Survey

This publication shares findings from a WSI-conducted survey of pre-apprenticeship programs in the construction trades. Based on responses from 260 programs nationwide, the report presents information about program size, services offered, populations served, funding sources, and successes and challenges in placing trainees in apprenticeships or jobs. Funded by the Annie E. Casey Foundation, the impetus for the project was a desire to explore the capacity of the workforce system to prepare individuals — particularly low-income and minority jobseekers — for jobs in the construction industry. It is hoped that the report will contribute to discussions about the need for investment in skills training and about ways to ensure that apprenticeships and construction-related jobs are open to more low-income, minority and women candidates. Available at <http://www.aspenwsi.org/resource/construction-results-national-survey/>.

Construction Pre-Apprenticeship Programs: Interviews with Field Leaders

This publication shares research from interviews with leaders from 25 promising and innovative pre-apprenticeship programs from across the country. The interviews revealed factors that impact how programs are designed and how they might better be utilized as part of a broader workforce development strategy for the construction sector. The publication reviews program leaders' perspectives on factors influencing the design of their programs, opportunities and challenges associated with financing the work, the merits of incorporating green elements into curricula, and other issues. WSI also makes several recommendations designed to promote workforce development policies that better support and assist these programs as they seek to develop a strong pipeline of employees for the construction industry. Funded by the Annie E. Casey Foundation, the report is part of a project investigating how pre-apprenticeship programs are used to train low-income and disadvantaged adults for careers in construction. Available at <http://www.aspenwsi.org/resource/constructioninterviewswithleaders/>.

A Strong Foundation: Key Capacities of Construction Pre-Apprenticeship Programs

This publication shares research from site visits conducted to construction pre-apprenticeship programs in Baltimore, Hartford, Milwaukee and Portland (Ore.). Findings from the site visits, which included interviews and focus groups with pre-apprenticeship program staff, public officials, philanthropic leaders, construction industry leaders and employers, and pre-apprenticeship participants, showed programs in these cities to be of high value to workers, employers and other stakeholders in their regional construction labor market. The publication reviews how programs target a variety of education and employment outcomes for workers and use industry networks and staff expertise in order to meet a wide range of worker and employer needs in the construction industry. WSI also makes several recommendations about how pre-apprenticeship programs could be better supported to help their participants achieve outcomes that are aligned with participants' interests and needs, as well as the realities of the labor market. This research was supported by the Annie E. Casey Foundation as part of a project investigating how pre-apprenticeship programs are used to train low-income and disadvantaged adults for careers in construction. Available at <http://www.aspenwsi.org/resource/strong-foundation/>.



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Whatcom County

COUNTY COURTHOUSE
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Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2019-040

File ID: MIN2019-040	Version: 1	Status: Agenda Ready
File Created: 05/24/2019	Entered by: JNixon@co.whatcom.wa.us	
Department: Council Office	File Type: Minutes Consent	
First Assigned to: Council		
Agenda Date: 06/04/2019	Next Mtg. Date:	Hearing Date:

Primary Contact Email:

TITLE FOR AGENDA ITEM:

Committee of the Whole for May 21, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Committee of the Whole May 21 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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1 WHATCOM COUNTY COUNCIL
2 **Committee Of The Whole**
3

4 May 21, 2019
5

6 **CALL TO ORDER**
7

8 Council Chair Rud Browne called the meeting to order at 1:30 p.m. in the Council
9 Conference Room, 311 Grand Avenue, Bellingham, Washington.
10

11
12 **ROLL CALL**
13

14 **Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd
15 Donovan, Carol Frazey, and Satpal Sidhu

16 **Absent:** None
17

18
19 **COMMITTEE DISCUSSION**
20

21 1. **AB2019-302 DISCUSSION WITH CIVIL DEPUTY PROSECUTOR GEORGE ROCHE**
22 **REGARDING PENDING LITIGATION, HOCHREITER V. PHIPPS AND WHATCOM**
23 **COUNTY**

24 **Attorney Present: George Roche**
25

26 Browne stated that discussion of agenda item one may take place in executive
27 session pursuant to RCW 42.30.110 (1)(i). Executive session will conclude no later than
28 2:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the
29 meeting to make a public announcement.
30

31 ***Buchanan moved*** to go into executive session until no later than 2:00 p.m. to
32 discuss the agenda items pursuant to RCW citations as announced by the Council Chair.
33 The motion was seconded.
34

35 The motion carried by the following vote:

36 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

37 **Nays:** None (0)
38
39

40 **OTHER BUSINESS**
41

42 **ADJOURN**
43

44 The meeting adjourned at 1:48 p.m.
45

46 The Council approved these minutes on _____ 2019.
47

48 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
49
50

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Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

Jill Nixon, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2019-041

File ID: MIN2019-041	Version: 1	Status: Agenda Ready
File Created: 05/29/2019	Entered by: JNixon@co.whatcom.wa.us	
Department: Council Office	File Type: Minutes Consent	
First Assigned to: Council		
Agenda Date: 06/04/2019	Next Mtg. Date:	Hearing Date:

Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Regular County Council for May 21, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: County Council May 21 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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WHATCOM COUNTY COUNCIL
Regular County Council Meeting

May 21, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Buchanan moved to approve the Minutes Consent items.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

1. **MIN2019-034 COMMITTEE OF THE WHOLE FOR APRIL 9, 2019**
2. **MIN2019-035 REGULAR COUNTY COUNCIL FOR APRIL 9, 2019**
3. **MIN2019-036 SURFACE WATER WORK SESSION FOR APRIL 16, 2019**
4. **MIN2019-037 COMMITTEE OF THE WHOLE FOR APRIL 23, 2019**
5. **MIN2019-038 REGULAR COUNTY COUNCIL FOR APRIL 23, 2019**
6. **MIN2019-039 REGULAR COUNTY COUNCIL FOR MAY 7, 2019**

PUBLIC HEARINGS

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.

1 **1. AB2019-249 ORDINANCE AMENDING WHATCOM COUNTY CODE TO**
2 **RESTRUCTURE THE PUBLIC HEALTH ADVISORY BOARD**
3

4 Regina Delahunt, Health Department Director, gave a staff report and answered
5 questions.
6

7 Browne opened the public hearing, and hearing no one, closed the public hearing.
8

9 **Buchanan moved** to adopt the ordinance.
10

11 The motion was seconded.
12

13 **Brenner moved** to amend subsection B.2, "~~In accordance with WCC 2.03.030, a~~
14 member may be reappointed...has previously served **except maybe reappoint without**
15 **waiting a year if no one else applies for the position.**"
16

17 The motion was seconded.
18

19 Councilmembers and staff discussed amending Whatcom County Code (WCC)
20 2.03.030 regarding reappointments.
21

22 **Brenner withdrew** her motion and **moved** to amend B.2 "**Terms will be** in
23 accordance with WCC 2.03.030 ~~a member may be appointed to serve...he or she has~~
24 ~~previously served.~~"
25

26 The motion was seconded.
27

28 The motion to amend carried by the following vote:

29 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

30 **Nays:** None (0)
31

32 The motion to adopt as amended carried by the following vote:

33 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

34 **Nays:** None (0)
35
36

37 **OPEN SESSION**
38

39 The following people spoke:

- 40 • Bob Burr submitted a handout and spoke about declaring a climate
41 emergency.
- 42 • Jaqueline Sterna, Building Industry Association of Whatcom County, spoke
43 about the ordinance amending Whatcom County Code Title 3, requiring that
44 public funds used for construction projects also provide apprentices (AB2019-
45 285).
- 46 • John Sitka, Salary Commission, spoke about the ordinance amending
47 Whatcom County Code Title 3, requiring that public funds used for
48 construction projects also provide apprentices (AB2019-285).

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- 1 • Adam Lamb spoke about the ordinance amending Whatcom County Code Title
- 2 3, requiring that public funds used for construction projects also provide
- 3 apprentices (AB2019-285).
- 4 • Andy Kaplowitz, Associated Builders and Contractors, spoke about the
- 5 ordinance amending Whatcom County Code Title 3, requiring that public funds
- 6 used for construction projects also provide apprentices (AB2019-285).
- 7 • Miguel Edmondson, Laborer’s Local 292 Member, spoke about the ordinance
- 8 amending Whatcom County Code Title 3, requiring that public funds used for
- 9 construction projects also provide apprentices (AB2019-285).
- 10 • Yoshi Ravelle spoke about working together for truth without political
- 11 affiliations.
- 12 • Brooks Tarter spoke about the ordinance amending Whatcom County Code
- 13 Title 3, requiring that public funds used for construction projects also provide
- 14 apprentices (AB2019-285).
- 15 • Trevor Smith, submitted a handout (on file), and spoke about the ordinance
- 16 amending Whatcom County Code Title 3, requiring that public funds used for
- 17 construction projects also provide apprentices (AB2019-285).
- 18 • Max Perry spoke about the work of the Planning Unit.
- 19 • Kathy Sabel spoke about the work of the Planning Unit.
- 20 • Carol Perry spoke about the presentation and discussion of drought
- 21 contingency planning (AB2019-256).
- 22
- 23

24 **CONSENT AGENDA**

25
26 **Sidhu** reported for the Council Finance and Administrative Services Committee and
27 **moved** to approve Consent Agenda items one through five.

28
29 Byrd withdrew item two.

30
31 The motion to approve Consent Agenda items one and three through five carried by
32 the following vote:

33 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)
34 **Nays:** None (0)
35

- 36 **1. AB2019-172 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
- 37 **ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND MERIDIAN**
- 38 **SCHOOL DISTRICT FOR A FIVE YEAR LEASE OF THE SHERIFF’S OFFICE SUB-**
- 39 **STATION AT 194 W. LAUREL WITH A TOTAL COST OF \$59,977**
- 40
- 41 **2. AB2019-286 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
- 42 **ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND HERRERA**
- 43 **ENVIRONMENTAL CONSULTANTS TO DO A COMPREHENSIVE**
- 44 **BIOINFILTRATION SWALE EVALUATION OF THE GENEVA RETROFITS IN THE**
- 45 **AMOUNT OF \$99,821**
- 46

47 **Sidhu** reported for the Council Finance and Administrative Services Committee and
48 **moved** to approve the request.

49
50 The motion carried by the following vote:

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1 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
2 **Nays:** None (0)
3 **Abstains:** Byrd (1)
4

5 3. **AB2019-290 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
6 **ENTER INTO AN AGREEMENT BETWEEN WHATCOM COUNTY AND THE**
7 **COUNTY ROAD ADMINISTRATIVE BOARD IN ORDER TO RECEIVE RURAL**
8 **ARTERIAL PRESERVATION GRANT FUNDING FOR THE BIRCH BAY/LYNDEN**
9 **ROAD PAVEMENT REHABILITATION PROJECT, ENTERPRISE ROAD TO**
10 **RATHBONE ROAD, IN THE AMOUNT OF \$165,000**
11

12 4. **AB2019-291 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
13 **ENTER INTO AN AGREEMENT BETWEEN WHATCOM COUNTY AND THE**
14 **COUNTY ROAD ADMINISTRATIVE BOARD IN ORDER TO RECEIVE RURAL**
15 **ARTERIAL PRESERVATION GRANT FUNDING FOR THE EAST SMITH ROAD**
16 **PAVEMENT REHABILITATION PROJECT, HANNEGAN ROAD TO EVERSON-**
17 **GOSHEN ROAD, IN THE AMOUNT OF \$1,035,000**
18

19 5. **AB2019-298 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
20 **ENTER INTO THE 2019-2020 COLLECTIVE BARGAINING AGREEMENT**
21 **BETWEEN WHATCOM COUNTY AND PROFESSIONAL AND TECHNICAL**
22 **EMPLOYEES, LOCAL 17**
23

24
25 **OTHER ITEMS**
26

27 1. **AB2019-296 RESOLUTION AFFIRMING THE PDR OVERSIGHT COMMITTEE**
28 **RANKING AND AUTHORIZING WHATCOM COUNTY PURCHASE OF**
29 **DEVELOPMENT RIGHTS ADMINISTRATOR AND WHATCOM COUNTY**
30 **EXECUTIVE TO PROCEED WITH THE ACQUISITION OF A FORESTRY**
31 **CONSERVATION EASEMENT ON THE SEED ORCHARD APPLICATION**
32

33 *Donovan* reported for the Council Natural Resources Committee and *moved* to
34 approve the resolution.
35

36 *Byrd moved* to amend to remove the Squalicum Forest parcel and discuss it
37 separately at another time.
38

39 The motion was seconded.
40

41 Councilmembers discussed the resolution to authorize the appraisals, not to approve
42 the purchase, areas of long-term future growth, and whether or not to purchase an
43 easement near potential future urban areas.
44

45 The motion to amend carried by the following vote:

46 **Ayes:** Browne, Brenner, Byrd, and Sidhu (4)
47 **Nays:** Buchanan, Donovan, and Frazey (3)
48
49
50

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1
2 The motion to approve as amended carried by the following vote:

3 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

4 **Nays:** None (0)

5
6 **2. AB2019-297 RESOLUTION AUTHORIZING WHATCOM COUNTY EXECUTIVE**
7 **JACK LOUWS TO ACT AS THE AUTHORIZED REPRESENTATIVE ON BEHALF OF**
8 **WHATCOM COUNTY FOR WASHINGTON STATE RECREATION AND**
9 **CONSERVATION OFFICE WASHINGTON WILDLIFE AND RECREATION**
10 **FARMLAND AND FORESTLAND PRESERVATION PROJECT GRANTS**

11
12 *Donovan* reported for the Council Natural Resources Committee and *moved* to
13 approve the resolution.

14
15 The motion carried by the following vote:

16 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

17 **Nays:** None (0)

18
19 **3. AB2019-263 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET,**
20 **REQUEST NO. 7, IN THE AMOUNT OF \$907,787**

21
22 *Sidhu* reported for the Council Finance and Administrative Services Committee and
23 *moved* to adopt the ordinance.

24
25 The motion carried by the following vote:

26 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

27 **Nays:** None (0)

28
29 **4. AB2019-265 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE**
30 **PUBLIC SAFETY RADIO SYSTEM FUND, REQUEST NO. 1**

31
32 *Sidhu* reported for the Council Finance and Administrative Services Committee and
33 *moved* to adopt the ordinance.

34
35 The motion carried by the following vote:

36 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

37 **Nays:** None (0)

38
39 **5. AB2019-280 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
40 **ENTER INTO AN INTERLOCAL BETWEEN WHATCOM COUNTY AND WHATCOM**
41 **COUNTY FIRE PROTECTION DISTRICT #11 TO PROVIDE A SUPPLEMENTARY**
42 **NOTIFICATION SYSTEM, IN THE AMOUNT OF \$285 A YEAR FOR SIX YEARS**

43
44 *Sidhu* reported for the Council Finance and Administrative Services Committee and
45 *moved* to approve the request.

46
47 The motion carried by the following vote:

48 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

49 **Nays:** None (0)

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1 6. **AB2019-281 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
2 **ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY**
3 **AND WHATCOM COUNTY FIRE PROTECTION DISTRICT #8 TO PROVIDE FIRE**
4 **PROTECTION SERVICES, IN THE AMOUNT OF \$2500 FOR 2019 AND 2020**
5 **AND IN THE AMOUNT OF \$2625 FOR 2021 AND 2022**
6

7 *Sidhu* reported for the Council Finance and Administrative Services Committee and
8 *moved* to approve the request.
9

10 The motion carried by the following vote:

11 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

12 **Nays:** None (0)
13

14 7. **AB2019-276 RESOLUTION IN THE MATTER OF THE SALE OF SURPLUS**
15 **PERSONAL PROPERTY AND SETTING A DATE FOR PUBLIC HEARING,**
16 **PURSUANT TO WCC 1.10**
17

18 *Sidhu* reported for the Council Finance and Administrative Services Committee and
19 *moved* to approve the resolution.
20

21 The motion carried by the following vote:

22 **Ayes:** Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

23 **Nays:** None (0)

24 **Abstains:** Brenner (1)
25

26 8. **AB2019-295 REQUEST COUNCIL REVIEW AND APPROVAL OF THE PROPOSED**
27 **PUBLIC PARTICIPATION PLAN FOR THE 2020 SHORELINE MASTER**
28 **PROGRAM PERIODIC UPDATE**
29

30 *Byrd* reported for the Council Planning and Development Committee and *moved* to
31 approve the request.
32

33 Councilmembers discussed sending ideas for other stakeholders to Senior Planner
34 Cliff Strong.
35

36 The motion carried by the following vote:

37 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

38 **Nays:** None (0)
39

40 9. **AB2019-304 DISCUSSION REGARDING FUTURE SCHEDULING OF AB2019-**
41 **285, A PROPOSED ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE**
42 **3 TO REQUIRE THAT PUBLIC FUNDS USED FOR CONSTRUCTION PROJECTS**
43 **DO DOUBLE DUTY BY ALSO PROVIDING APPRENTICES WITH JOB TRAINING**
44 **HOURS TO MEET THE REQUIREMENTS NECESSARY TO BECOME THE NEXT**
45 **GENERATION OF SKILLED TRADES PERSONS**
46

47 *Brenner moved* to schedule the item in Public Works and Health Committee.
48

49 The motion was seconded.
50

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1 Councilmembers discussed in which committee the proposed ordinance should be
2 scheduled.
3

4 The motion failed by the following vote:

5 **Ayes:** Brenner and Byrd (2)

6 **Nays:** Browne, Buchanan, Frazey, and Sidhu (4)

7 **Abstains:** Donovan (1)
8

9 **Frazey moved** to schedule the item before the Committee of the Whole with
10 Councilmember Donovan as acting chair.
11

12 The motion was seconded.
13

14 The motion carried by the following vote:

15 **Ayes:** Browne, Buchanan, Frazey, and Sidhu (4)

16 **Nays:** Brenner and Byrd (2)

17 **Abstains:** Donovan (1)
18

19 **10. AB2019-303 RESOLUTION IDENTIFYING 2020-2021 SALARY AND BENEFITS**
20 **FOR WHATCOM COUNTY ELECTED OFFICIALS**
21

22 **Donovan moved** to approve the resolution.
23

24 The motion was seconded.
25

26 Jon Sitkin, Salary Commission Member, answered questions on the purpose,
27 function, and process of the Salary Commission; expectations on the number of hours a
28 councilmember must work in the part-time position; whether the proposed salary will
29 attract appropriate candidates for County Council; and whether the resolution has any force
30 of law.
31

32 Dana Brown-Davis, Clerk of the Council, answered questions on the proper
33 mechanism for approving the Salary Commission recommendation.
34

35 **Donovan withdrew** the motion.
36

37 **Byrd moved** to notify the public that the Council received the approved salary
38 adjustments from the Salary Commission.
39

40 The motion was seconded.
41

42 The motion carried by the following vote:

43 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

44 **Nays:** Byrd (1)

45 **Abstains:** Brenner (1)
46

47 Councilmembers and Mr. Sitkin discussed the proper mechanism for approving the
48 Salary Commission recommendation in the future.
49
50

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1 **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**
2

- 3 1. **AB2019-261 APPOINTMENT TO THE BUSINESS AND COMMERCE ADVISORY**
4 **COMMITTEE, REPRESENTING HEALTH CARE INDUSTRY, APPLICANT: DEBBIE**
5 **AHL (COMMITTEE ADVISES THE WHATCOM COUNTY COUNCIL ON ISSUES**
6 **THAT COULD IMPACT LOCAL BUSINESSES, INDUSTRY, OR ECONOMIC**
7 **DEVELOPMENT**

8
9 *Frazey moved* to appoint Debbie Ahl.

10
11 The motion was seconded.

12
13 Councilmembers discussed whether Ms. Ahl is currently working in the healthcare
14 industry and is qualified for the position.

15
16 The motion carried by the following vote:

17 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

18 **Nays:** None (0)

19 **Abstains:** Byrd (1)
20

- 21 2. **AB2019-268 APPOINTMENT TO THE SURFACE MINING ADVISORY**
22 **COMMITTEE, APPLICANTS: LESLIE DEMPSEY (REPRESENTING CITIZEN WHO**
23 **LIVES IN CLOSE PROXIMITY TO ACTIVE MINING OR MINERAL OVERLAY**
24 **AREA), HARVILL FREELAND AND SCOTT HULSE (CIVIL OR GEO-TECHNICAL**
25 **ENGINEER WITH NO DIRECT OR INDIRECT FINANCIAL BUSINESS TIES TO**
26 **THE INDUSTRY), BRAD DAVIS (SURFACE MINING MATERIAL USER).**
27 **CHRISTOPHER SECRIST (GEOLOGIST) - (THIS COMMITTEE ADVISES THE**
28 **WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
29 **AND THE WHATCOM COUNTY COUNCIL ON IMPLEMENTING A SURFACE**
30 **MINING REGULATORY PROGRAM CONSISTENT WITH THE COMPREHENSIVE**
31 **PLAN)**

32
33 Councilmembers discussed the history of the membership on this committee and
34 whether they want to extend the membership of someone who has reached term limits.

35
36 *Donovan nominated* Harvill Freeland and Scott Hulse to the Civil or Geotechnical
37 Engineer position.

38
39 The nomination was seconded.

40
41 **Freeland:** Brenner, Byrd, Frazey, and Sidhu (4)

42 **Hulse:** Buchanan, Browne, and Donovan (3)
43

44 *Donovan moved* to appoint the remaining three single applicants by acclamation.

45
46 The motion was seconded.

47
48 The motion carried by the following vote:

49 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

50 **Nays:** None (0)

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- 1
2 3. **AB2019-272 APPOINTMENT TO THE FORESTRY ADVISORY COMMITTEE, FOREST PRODUCT MANUFACTURER REPRESENTATIVE, TERM ENDING 1/31/2023, APPLICANT: ERIC JACOBY (COMMITTEE PROVIDES REVIEW AND RECOMMENDATIONS TO THE WHATCOM COUNTY COUNCIL ON ISSUES THAT AFFECT THE FORESTRY INDUSTRY)**

7
8 *Brenner moved* to appoint Eric Jacoby by acclamation.

9
10 The motion was seconded.

11
12 The motion carried by the following vote:

13 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

14 **Nays:** None (0)

15
16
17 **EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

- 18
19 1. **AB2019-294 REQUEST CONFIRMATION OF COUNTY EXECUTIVE'S APPOINTMENT OF RAQUEL VERNOLA TO THE COMMISSION ON SEXUAL & DOMESTIC VIOLENCE**

20
21
22
23 *Donovan moved* to confirm the appointment.

24
25 The motion was seconded.

26
27 The motion carried by the following vote:

28 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

29 **Nays:** None (0)

30
31
32 **INTRODUCTION ITEMS**

33
34 *Donovan moved* to accept Introduction Items one through five.

35
36 The motion was seconded.

37
38 The motion carried by the following vote:

39 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

40 **Nays:** None (0)

- 41
42 1. **AB2019-278 ORDINANCE ESTABLISHING A SPEED LIMIT FOR SEVERAL ROADS IN THE BENNETT DRIVE AREA**
- 43
44 2. **AB2019-288 ORDINANCE ESTABLISHING A SPEED LIMIT FOR DELTA LINE ROAD**
- 45
46
47 3. **AB2019-289 ORDINANCE ESTABLISHING A SPEED LIMIT FOR SEVERAL ROADS IN THE NORTHWEST DRIVE AREA**
- 48
49
50

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1 4. AB2019-306 ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTERS
2 11.16, 11.20, AND 11.32 TO PROTECT LAKE SAMISH WATER QUALITY AND
3 SHORELINE PROPERTIES
4

5 5. AB2019-277 RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL
6 PROPERTY PURSUANT TO WCC 1.10
7
8

9 **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

10
11 Committee Chairs reported on committee discussions.
12

13 **AB2019-302 DISCUSSION WITH CIVIL DEPUTY PROSECUTOR GEORGE ROCHE**
14 **REGARDING PENDING LITIGATION, HOCHREITER V. PHIPPS AND WHATCOM**
15 **COUNTY**
16

17 *Byrd* reported for the Committee of the Whole and *moved* that pursuant to
18 Whatcom County Code 2.56, the Council hereby finds the following:

- 19 A. The employees were acting in a matter in which the county had an interest;
20 B. The employees were acting in the discharge of a duty imposed or authorized
21 by law;
22 C. The employees acted in good faith.
23

24 Furthermore, the officers, officials, agents or employees will be defended and
25 indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.
26

27 The motion carried by the following vote:

28 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)
29 **Nays:** None (0)
30

31 Jack Louws, County Executive, answered questions on the presentation and
32 discussion of drought contingency planning (AB2019-256) by the Public Utility District
33 (PUD).
34

35 Councilmembers reported on recent activities and upcoming events.
36
37

38 **ADJOURN**

39
40 The meeting adjourned at 9:37 p.m.
41

42 The County Council approved these minutes on _____, 2019.
43
44

45 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
46
47
48
49
50

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1 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

2

3

4

5

6

Jill Nixon, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-277

File ID: AB2019-277 **Version:** 1 **Status:** Introduced for Public Hearing

File Created: 05/03/2019 **Entered by:** SWinger@co.whatcom.wa.us

Department: Finance Division **File Type:** Resolution to Sell Surplus Property

First Assigned to: Council

Agenda Date: 06/04/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: swinger@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Purchasing Agent is required by Whatcom County Code 1.10.180 to submit a list (see Exhibit 'A') of surplus personal property to the Council for authority to dispose of said personal property

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/21/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Resolution (Auth) - May 2019 (ER&R), Exhibit A

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Finance

DATE INTRODUCED: 05/21/2019

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PERSONAL PROPERTY

PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on _____, 2019 to discuss the sale of Whatcom County personal property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit "A" and such property shall be sold at public auction or by sealed bid after February 2019, subsequent to compliance with notice requirements of WCC 1.10.200; and

NOW, THEREFORE, BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction or by sealed bid after May 2019 pursuant to the notice requirements of WCC 1.10.200.

BE IT FURTHER RESOLVED that where there is no bid within the advertised terms the County may withdraw the property from the sale, or if the County deems such action to be in the public interest, reject any or all bids either written or oral, and thereafter negotiate the sale of the property providing the negotiated price is higher than the highest bid at the public sale and that the public has notice by advertisement, under WCC 1.10.200, and an opportunity to compete through mailed bids, for the purchase by offer of a more favorable price.

APPROVED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



EQUIPMENT SERVICES DIVISION
901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 676-6759
Fax (360) 676-6879
Eric L. Schlehuber, Division Manager

Exhibit "A"
CAPITAL EQUIPMENT SURPLUS REQUEST
May 2019

PUBLIC WORKS – EQUIPMENT SERVICES							
UNIT	YEAR	MAKE	MODEL	DEPT	VIN #	EST MILES/HRS	COMMENTS
016	2000	Ford	Taurus	JUVENILE	1FAPP5225YG252210	111,092	Already Replaced
017	1996	GMC	Safari SL Van	INFO SVCS	1GTDM19WXTB535798	133,496	Already Replaced
046	2007	Ford	Escape 4X4	P&DS	1FMCU92Z37KA60026	104,034	Already Replaced
080	2005	Toyota	Prius-Hybrid	HEALTH	JTDKB22U553102902	113,450	Already Replaced
083	2003	Dodge	Intrepid SE	JUVENILE	2B3HD46R73H578327	108,802	Already Replaced
085	2009	Ford	F150 4X4 Extended Cab	M&O	1FTRX148X9FB03560	114,220	Already Replaced
090	2007	Ford	Escape 4X4	P&DS	1FMCU92Z67KA60022	123,000	Already Replaced
133	2004	Chevy	3500 Express Van	ENGINEERING	1GCHG39U541119281	141,493	Already Replaced
139	2005	Chevy	TrailBlazer 4x4	PDS	1GNDT13SX52350878	166,098	Already Replaced
143	2002	Ford	F150 4X4	M&O	1FTRX18L32NA28470	105,587	Already Replaced
161	2012	Chevy	1500 Silverado Extended Cab 4X4	M&O	1GCRKPEA9CZ305847	55,915	Totaled/Replaced
197	2002	Ford	F250 4X2	M&O	1FTNF20L02EA45150	102,862	Already Replaced
210	1992	International	5 YD Blade Truck	M&O	1HTGELJR9NH440910	110,643	Already Replaced
219	2004	Freightliner	5 YD Chip Truck	M&O	1FVACXCS04HN03458	141,519	Already Replaced
232	1991	International	4954 Single Axle 5yd Truck	M&O	1HTSDNZN3NH411428	111,356	Already Replaced
233	1991	International	4954 Single Axle 5yd Truck	M&O	1HTSDNZN3NH411429	146,928	Already Replaced
234	1993	International	4954 Single Axle 5yd Truck	M&O	1HTSDN2N5PH483311	158,067	Already Replaced
235	1993	International	4954 Single Axle 5yd Truck	M&O	1HTSDN2N7PH483312	122,524	Already Replaced
238	1999	Ford	F350 Patch Truck	M&O	1FDWF36L1XEE21732	128,010	Already Replaced
264	2003	Kenworth	T800B 6 Wheeler Dump Truck	M&O	1NKDXBEX83R386681	299,245	Already Replaced
285	1990	International	Single Axle 5yd Truck	M&O	1HTSETVN9LH272944	117,896	Already Replaced
301	2005	Sweeprite	Huskey II Mechanical Broom	M&O	49HAADBVB95DU06553	86,036	Already Replaced
307	1992	Etnyre	Lowboy Trailer	M&O	Q25204	68,525	Already Replaced
330	2008	McCormick	4X4 MTX120 Tractor	M&O	N45CL14046	7,952	Already Replaced
344	2004	New Holland	TS115A Tractor	M&O	ACP240041	8,346	Already Replaced
348	1995	Athey	7-12 Force Feed Loader	M&O	740-123K	3,104	Already Replaced
437	1989	Eager Beaver	12TXA Trailer	M&O	112TCP306KA032430	N/A	Already Replaced
444	1987	Beuthling	B-50 Roller	M&O	50-96	N/A	Already Replaced
459	2000	HI-WAY	Sander E2020XT 10'	M&O	107262	N/A	Already Replaced
467	1994	Portable	Sander	M&O	N/A	N/A	Already Replaced
472	1996	HI-WAY	Sander E2020 10'	M&O	N/A	N/A	Already Replaced
488	1971	Idealarc	Welder	ER&R	N/A	N/A	Already Replaced
530	2008	Diamond	DBR-050-C-H Mower head on #330	M&O	4684 MF10630	4,622	Already Replaced
544	2004	Alamo	Rotary Mower	M&O	MB21-02056	7,330	Already Replaced
570	1994	American	Reverse-A-Cast 11' Plow	M&O	N/A	N/A	Already Replaced
577	1994	Snow	Plow 12'	M&O	N/A	N/A	Already Replaced
706	1998	Miller	Diminision 400 Welder	ER&R	JJ453428	N/A	Already Replaced
809	2001	Dodge	Ram 2500 4X4	PARKS	3B7KF23Z51G200897	108,413	Already Replaced
817	2004	Workhorse	WKHRS1000LX Utility Vehicle	PARKS	1596326	1,468	Already Replaced
820	1997	Chevy	3500 4X4 Bucket truck	FACILITY	1GBJK34J6VF038795	129,273	Already Replaced
831	2001	Dodge	2500 HU P/U	PARKS	3B7KC23Z91G195924	133,049	Already Replaced
865	2007	Tuff Tilt	20'Trailer	PARKS	1M9CF5B677L160098	N/A	Already Replaced
867	1992	Lorenz	Trailer	PARKS	WA89150074	N/A	Already Replaced
870	2007	Ford	F150 1/2T 4X4	PARKS	1FTRF14W57KC26706	101,200	Already Replaced

899	1997	GMC	EX Cab Cheyenne 2500	PARKS	1GCGC29R3VE266089	106,398	Already Replaced
980	2014	BMW	Motorcycle R12RTP/1170cc	SHERIFF	WB1044002EZW23339	35,812	Already Replaced
992	2009	BMW	Motorcycle R1200RTP	SHERIFF	WB10388049ZT14671	31,816	Already Replaced
6205	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V19X129838	139,516	Already Replaced
6206	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V39X129839	140,214	Already Replaced
6207	2009	Ford	Crown Victoria	SHERIFF	2FAHP71VX9X129840	159,107	Already Replaced
6209	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V39X129842	148,642	Already Replaced
6210	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V59X129843	169,608	Already Replaced
6212	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V99X129845	126,600	Already Replaced
6216	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V69X129849	135,940	Already Replaced
6217	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V29X129850	134,790	Already Replaced
6831	2000	John Deere	F935 Mower	PARKS	MOF935X186937	2,401	Already Replaced

DESCRIPTION

GENERAL FUND – SURPLUS EQUIPMENT						
UNIT	YEAR	MAKE	MODEL / DESCRIPTION	DEPT	PROPERTY TAG #	COMMENTS

DESCRIPTION



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-278

File ID:	AB2019-278	Version:	1	Status:	Introduced for Public Hearing
File Created:	05/06/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance establishing a speed limit for several roads in the Bennett Drive area

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a speed limit of 25 MPH for several roads in the Bennett Drive area and is necessary to comply with RCW 46.61.415.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/21/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:

Jon Hutchings
Director



Joseph P. Rutan, P. E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JR*

Date: May 3, 2019

Re: **Ordinance Establishing a Speed Limit for several roads in the Bennett Drive Area**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to establish a speed limit of 25 MPH for several roads in the Bennett Drive area, Section 14, Township 38 North, Range 2 East, W.M.

Background and Purpose

Whatcom County Public Work reviewed the speed limits on all local access roads in the vicinity of Bennett Drive and found that the speed limits of roads within the area, which includes roads around the perimeter of Alderwood Elementary School, should be established at 25 MPH. This includes McLeod Road which currently is signed as 25 MPH, but has no ordinance codifying the speed limit.

Information

This ordinance is necessary to comply with RCW 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

ORDINANCE NO. _____

ESTABLISHING A SPEED LIMIT FOR SEVERAL ROADS IN THE BENNETT DRIVE AREA

WHEREAS, the County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, all roads within the proposed area are urban local access in nature; and

WHEREAS, a review of these roads was conducted by the County Engineer's Office; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limit be established as follows:

25 MPH on the following roads, located within Section 14, Township 38 North, Range 2 East, W.M.

1. McLeod Road, between the Bellingham City limits and Hollywood Ave.
2. Redwood Ave., between Alderwood Ave. and Hollywood Ave.
3. Hollywood Ave., between McLeod Road and McAlpine Road.
4. Willow Wood Ave., between McLeod Road and Alderwood Ave.
5. All roads within the Plat of Birchwood Height's, Division No.2

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

ADOPTED this ____ day of _____, 2019.

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

 5/9/19

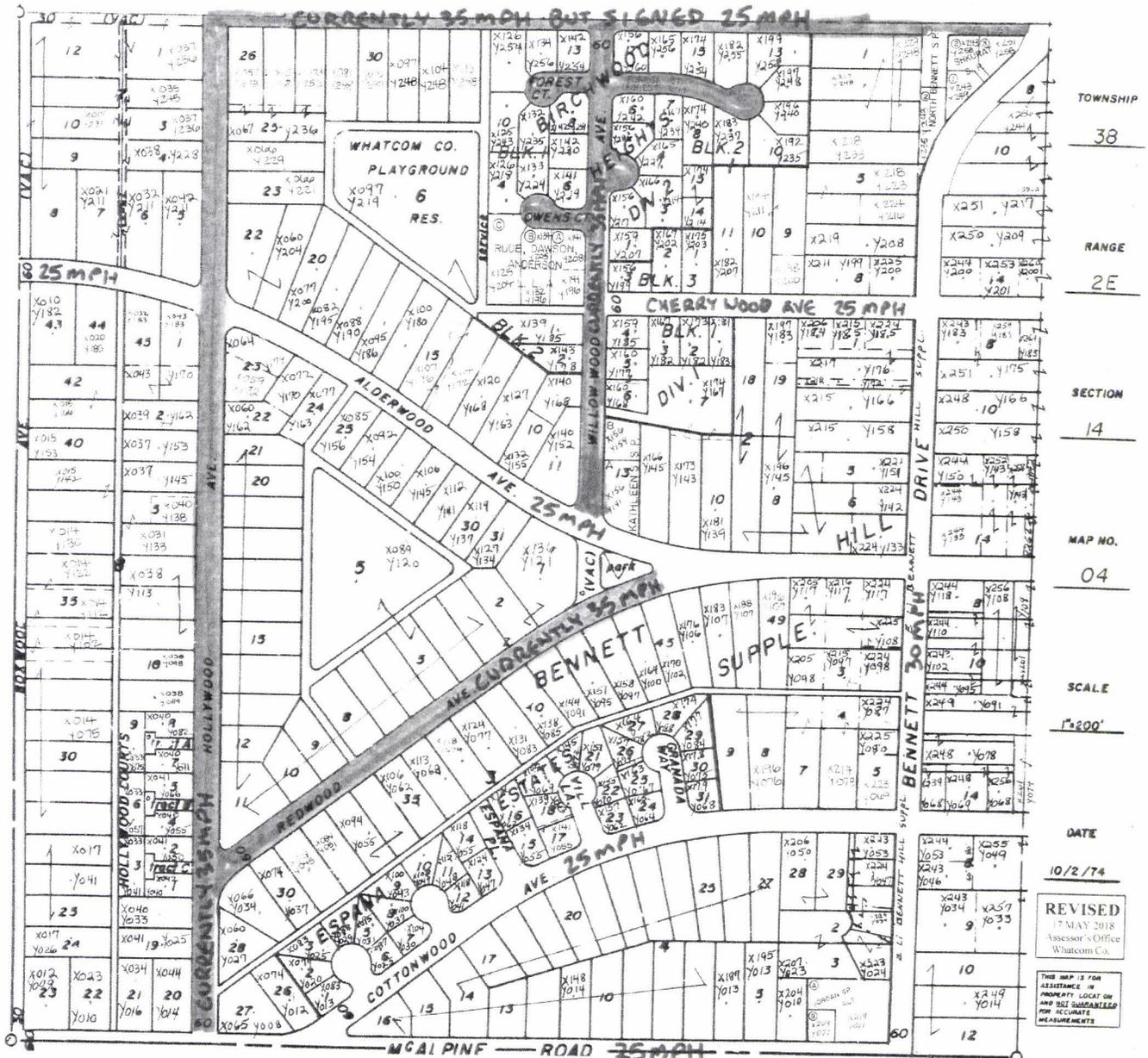
Christopher Quinn,
Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

Vicinity Map



TOWNSHIP
38

RANGE
2E

SECTION
14

MAP NO.
04

SCALE
1"=200'

DATE
10/2/74

REVISED
17 MAY 2018
Assessor's Office
Whatcom Co.

THIS MAP IS FOR
ASSISTANCE IN
PROPERTY LOCAT ON
AND NOT GUARANTEED
FOR ACCURATE
MEASUREMENTS



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-288

File ID:	AB2019-288	Version:	1	Status:	Introduced for Public Hearing
File Created:	05/07/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance establishing a speed limit for Delta Line Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a speed limit of 25 MPH for Delta Line Road from Vista Drive to the cul-de-sac at Mile Post 0.62, pursuant to RCW 46.61.415.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/21/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:



Jon Hutchings
Director

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 *JPR*

Date: May 3, 2019

Re: **Ordinance Establishing a Speed Limit for Delta Line Road**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to establish a speed limit of 25 MPH for Delta Line Road, from Vista Drive to the cul-de-sac at Mile Post 0.62, Section 1, Township 39 North, Range 1 East, and Section 6, Township 39 North, Range 2 East, W.M.

Background and Purpose

Whatcom County Public Work reviewed the speed limit and while the speed limit is signed at 25 MPH, there is no ordinance codifying the speed limit. After review, it was determined that a speed limit should be established on Delta Line Road.

Information

This ordinance is necessary to comply with RCW 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ESTABLISHING A SPEED LIMIT FOR DELTA LINE ROAD

WHEREAS, the County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, a review of speed limits has found this posted speed limit not codified; and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish new speed limits; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limit be established as follows:

25 MPH on Delta Line Road, from Vista Drive to the Cul-de-sac at MP 0.62, Section 1, Township 39 North, Range 1 East, and Section 6, Township 39 North, Range 2 East, W.M.

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

ADOPTED this ____ day of _____, 2019.

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

Chris Quinn 5/19/19
Christopher Quinn,
Civil Deputy Prosecutor

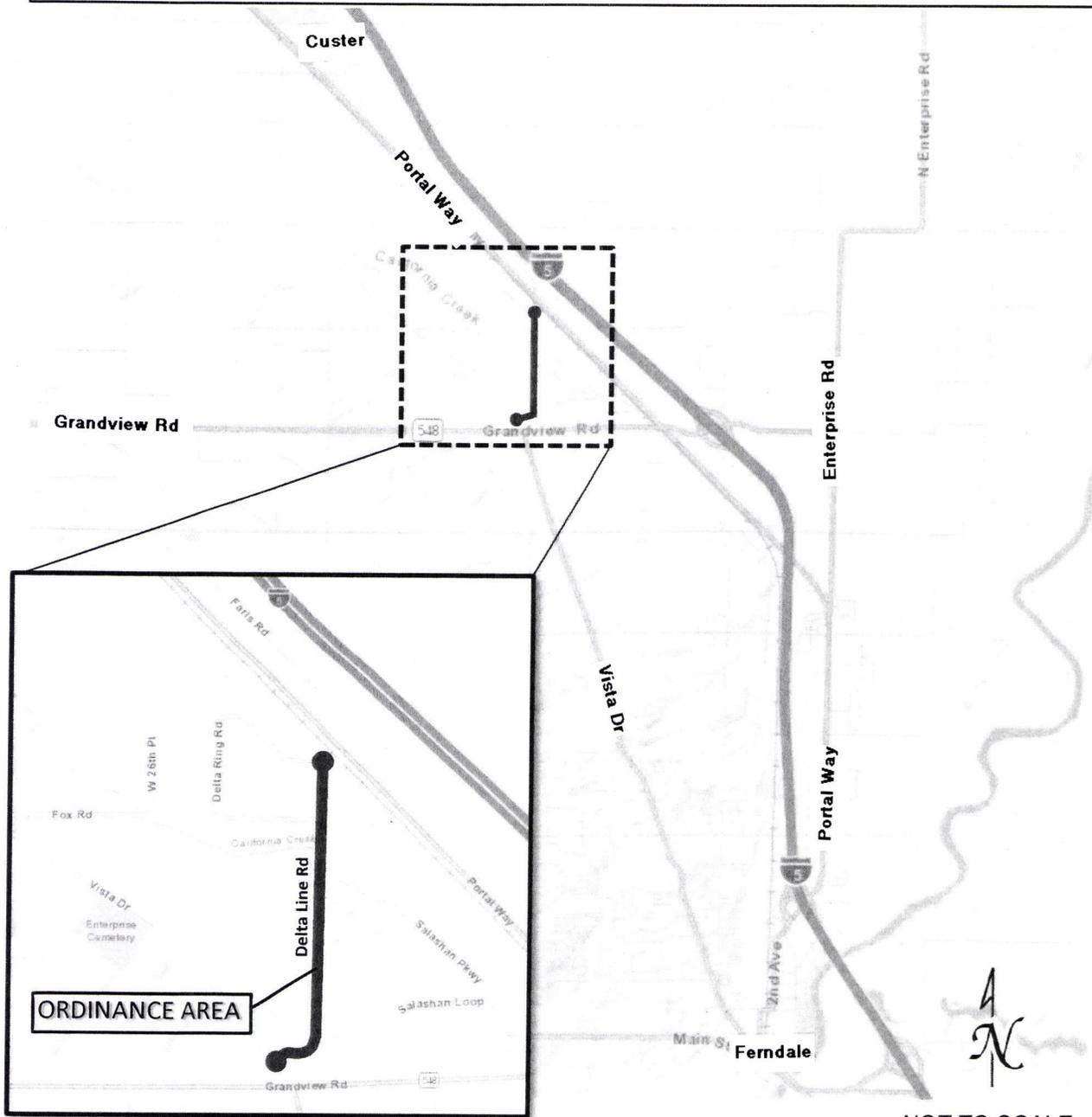
Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

LOCATION MAP

Delta Line Road – 25 MPH Speed Limit Ordinance Area



ORDINANCE AREA

AREA OF DETAIL

NOT TO SCALE



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-289

File ID:	AB2019-289	Version:	1	Status:	Introduced for Public Hearing
File Created:	05/07/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance establishing a speed limit for several roads in the Northwest Drive area

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a speed limit of 25 MPH for all roads within the Plat of Country Haven and Clarkson Lane pursuant to RCW 46.61.415.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/21/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:

Jon Hutchings
Director



Joseph P. Rutan, P. E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

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 *JPR*

Date: May 3, 2019

Re: **Ordinance Establishing a Speed Limit for several roads in the Northwest Drive area.**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to establish a speed limit of 25 MPH for all roads within the Plat of Country Haven, Section 27, Township 39 North, Range 2 East, W.M., and for Clarkson Lane, over its entire length, Section 10, Township 39 North, Range 2 East, W.M.

Background and Purpose

Whatcom County Public Work received a petition from local residents to establish a speed limit of 25 MPH on Clarkson Lane and determined that given the residential nature of the area, and in keeping with the similitude of other dead end, local access roads in the area, the speed limit should be established. While reviewing the Clarkson Lane petition, staff also reviewed the speed limits on all local access roads in the vicinity of Northwest Drive from West Smith Road to West Wisner Lake Road and found that roads within the Plat of Country Haven, while signed as 25 MPH, have no ordinance codifying the speed limit. After review, it was determined that the speed limit should be established.

Information

This ordinance is necessary to comply with RCW 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

ORDINANCE NO. _____

ESTABLISHING A SPEED LIMIT FOR SEVERAL ROADS IN THE NORTHWEST DRIVE AREA

WHEREAS, the County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, a petition to lower the speed limit on Clarkson Lane has been received by the County Engineers' Office from local residents; and

WHEREAS, all roads within the Plat of Country Haven are residential in nature, and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish the new speed limits; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limits be established as follows:

25 MPH on Clarkson Lane, for its entire length, Section 10, Township 39 North, Range 2 East, W.M.

25 MPH on all roads within the Plat of Country Haven, Section 27, Township 39 North, Range 2 East, W.M.

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

ADOPTED this ____ day of _____, 2019.

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

Chris 5/9/19

Christopher Quinn,
Civil Deputy Prosecutor

Jack Louws, County Executive

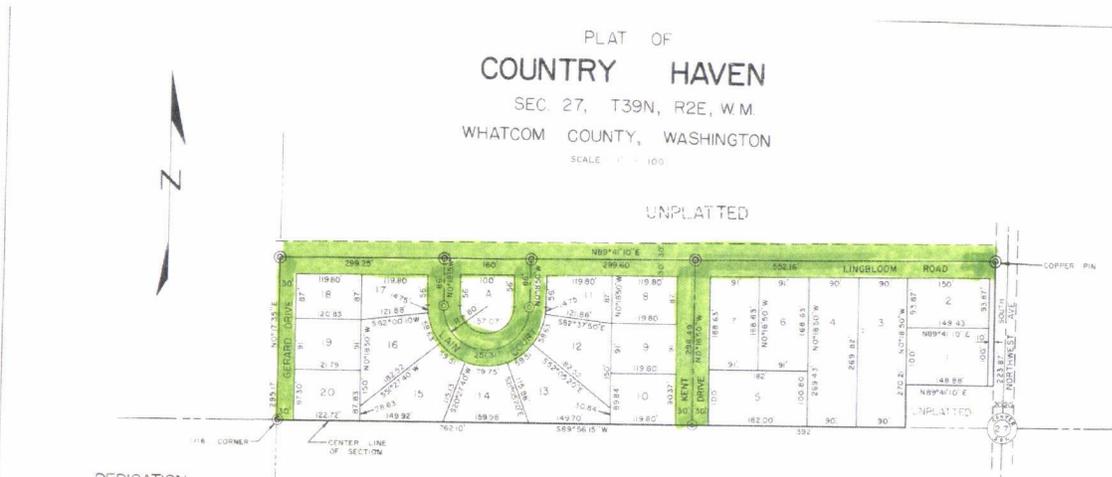
() Approved () Denied

Date Signed: _____

Plat of Country Haven

PLAT OF
COUNTRY HAVEN
 SEC. 27, T39N, R2E, W.M.
 WHATCOM COUNTY, WASHINGTON
 SCALE 1" = 100'

UNPLATTED



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED WILLARD L. JOHNSON, MARGARET E. JOHNSON, HOWARD E. GERARD AND DANNY M. GERARD BEING OWNERS IN FEE SIMPLE OF THE LAND HEREIN PLATTED TOGETHER WITH THE NORTH-WESTERN COMMERCIAL BANK BEING WORTHOSSSES OF RECORD OF SAID LAND HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS SHOWN THEREON "TRACT" AS SHOWN THEREON SHALL BE RESTRICTED BY THE COVENANTS.

Willard L. Johnson
Margaret E. Johnson
Howard E. Gerard
Danny M. Gerard

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 COUNTY OF WHATCOM)
 ON THIS 22 DAY OF July 1965
 BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED WILLARD L. JOHNSON, MARGARET E. JOHNSON, HOWARD E. GERARD AND DANNY M. GERARD TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SHOWED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

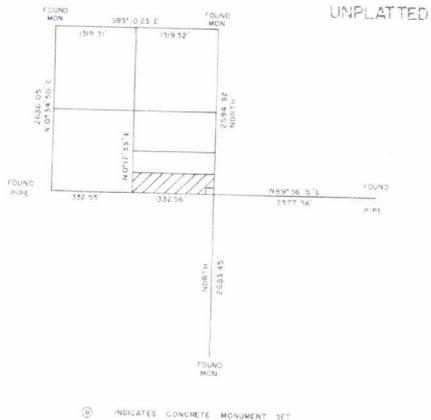
Willard L. Johnson
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT Bellevue

DESCRIPTION

WE THE UNDERSIGNED EDWARD M. PAULSEN AND ANGELO S. NUZZO DO HEREBY CERTIFY THAT THIS PLAT "PLAT COUNTRY HAVEN" IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENT OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SE 1/4, SEC. 27, T39N, R2E, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID TRUE POINT OF BEGINNING; THENCE S89°05'15"W AND CONTINUING TO FOLLOW THE SAID CENTER LINE 158.10 MORE OR LESS TO THE 1/16 CORNER OF SAID SEC. 17848; TO THE NORTH 17°35'E AND FOLLOWING THE 1/16 LINE OF SAID SEC. 17848 TO THE 1/16 CORNER OF SAID SEC. 17848; THENCE S89°05'15"W 158.10 MORE OR LESS TO A POINT 20 PERPENDICULAR DISTANCE FROM THE CENTER LINE OF SAID SEC. 17848; THENCE SOUTH AND PARALLEL TO THE SAID CENTER LINE 223.87; THENCE S89°05'15"W 158.88; THENCE S0°18'30"E 76.34 MORE OR LESS TO THE TRUE POINT OF BEGINNING.

Edward M. Paulsen
 REGISTERED PROFESSIONAL ENGINEER

Angelo S. Nuzzo
 REGISTERED PROFESSIONAL LAND SURVEYOR



⊙ INDICATES CONCRETE MONUMENT SET

ALL PORTIONS OF THIS PLAT ARE SUBJECT TO RESTRICTIVE COVENANTS WHICH WILL BE RECORDED IN THE AUDITORS OFFICE OF WHATCOM COUNTY, WASHINGTON UNDER FILE NO. _____

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 22 DAY OF July, 1965.

J. D. [Signature]
 ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 22 DAY OF July, 1965.

[Signature]
 CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 22 DAY OF July, 1965.

[Signature]
 CLERK OF THE BOARD

[Signature]
 CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

WE THE UNDERSIGNED COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL THIS 30th DAY OF July, 1965.

Hubert [Signature]
 TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Ed Paulsen ON THIS 22 DAY OF July, 1965 AT 2 MINUTES PAST 10 AND RECORDED IN VOLUME 32 OF PLATS, PAGES 79 OF THE RECORDS OF SAID COUNTY.

Walter [Signature]
 AUDITOR, WHATCOM COUNTY, WASHINGTON

Petition

CLARKSON LANE

* Request For 25 MPH SPEED LIMIT & Sign
REASONS:

- ① Shared use dead end road (Bikes, Cars, Farm Eq, Pedestrians)
- ② Inadequate Shoulders at 2 culverts

① Name (Print) Greg & Cindy ANDERSON
Signature Gregory J. Anderson Cindy Anderson
Address 1200 CLARKSON LANE

② KEN + SALLY VAN KOOTEN
1265 CLARKSON LANE 360-384-6377

③ DARRIN & TANIS OTTER 360-319-2778
1205 CLARKSON LN

④ Jerry Gilliam 360-384-4562
1155 CLARKSON LANE

⑤ Dale Zimbalman 384-1026
1270 Clarkson Ln.

⑥ Gerard Appel
1184 Clarkson Ln.



CLARKSON LANE
25 MPH + SIGN REQUEST

- ⑦ Name Greg Laughlin
Signature 
Address 1160 Clarkson Ln.
- ⑧ DICK & BETTY HAWKINS
1100 CLARKSON LN.
FERNDALE, WASH.
- ⑨ ROBERT & KAREN CHERVENOCK
1115 CLARKSON LN.
FERNDALE, WN 98248
- ⑩ Ken + Annette Kirkman
1185 Clarkson Ln
Ferndale WA 98248
- ⑪ Audrey Appel
1188 Clarkson Ln.
- ⑫



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-306

File ID:	AB2019-306	Version:	1	Status:	Introduced for Public Hearing
File Created:	05/14/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: TDonovan@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/21/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE CHAPTERS 11.16, 11.20, AND 11.32 TO PROTECT LAKE SAMISH WATER QUALITY AND LAKE SAMISH SHORELINE PROPERTIES

WHEREAS, Lake Samish functions simultaneously as an important recreational resource, and as an important drinking water source for residents in the area, and

WHEREAS, Property owners around Lake Samish invest substantial resources into drinking water systems, docks, decks, and other facilities that may be harmed and degraded by excessive boat wakes, and

WHEREAS, Whatcom County maintains public roads and public facilities immediately adjacent to the shoreline of Lake Samish that could potentially be harmed and degraded by excessive boat wakes, and

WHEREAS, a relatively new class of recreational boats carrying large amounts of water for ballast (weight) are designed to displace maximum amounts of lake water around and behind the boats in order to, as one manufacture advertises, "displace all the water we can" to make "the biggest badest surf waves we want", and

WHEREAS, these vessels are operating on Lake Samish, and wakes from these boats have been observed travelling to shores of Lake Samish with force sufficient to damage private property, and

WHEREAS, the Whatcom County code currently recognizes the need to protect public health, safety, and property with regulations on the speed of vessels on Lake Whatcom, and with regulations on the manner and distance that vessels operate from the shore of Lake Whatcom, and

WHEREAS, the Whatcom County code currently recognizes that older, two-stroke boat motors are inappropriate for use on Lake Whatcom, a lake that also serves as a source for drinking water, but this provision has not been extended to Lake Samish, and

WHEREAS, the Whatcom County code currently requires that vessels towing people for waterskiing, surfing and other activities remain 300 feet from the shores of Lake Whatcom, and that vessels on Lake Whatcom must operated at six miles per hour within 300 feet of the shores of Lake Whatcom, but these provisions have not been extended to Lake Samish,

1 **NOW, THEREFORE, BE IT ORDAINED** that Chapter 11.16 of the County Code shall be
2 amended such that a six mile per hour speed limit shall apply 300 feet from the shore of Lake
3 Samish and the code is also amended to extend the no-wake zone as defined in Exhibit A to this
4 ordinance.
5

6 **NOW, THEREFORE, BE IT FURTHER ORDAINED** that Chapter 11.20 of the County Code
7 shall be amended such that vessels will not operate within 300 feet from the shore of Lake
8 Samish when waterskiing and wake surfing as defined in Exhibit A to this ordinance.
9

10 **NOW, THEREFORE, BE IT FINALLY ORDAINED** that Chapter 11.32 of the County Code
11 shall be amended to phase in a prohibition of two-stroke engine powered watercraft on Lake
12 Samish as defined in Exhibit A to this ordinance.
13

14 **ADOPTED** this ____ day of _____, 2019.
15

16
17 ATTEST:
18
19 _____
20 Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

21
22 WHATCOM COUNTY EXECUTIVE
23 APPROVED AS TO FORM:
24
25 _____
26 Civil Deputy Prosecutor

WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

27
28 () Approved () Denied
29

30 Date Signed: _____
31
32
33
34
35
36
37

1 **Chapter 11.16**
2 **OPERATION AND SPEED REGULATIONS**

3 Sections:

4 **11.16.010 Operation – Overloading prohibited.**

5 **11.16.020 Operation – Right-of-way rules.**

6 **11.16.030 Speed regulations.**

7 **11.16.010 Operation – Overloading prohibited.**

8 It is unlawful for any vessel to be loaded with passengers or cargo which exceed the safe-carrying
9 capacity of the vessel where the safe-carrying capacity of the vessel is specified by the manufacturer.

10 Such limitation shall be considered the maximum safe load, and in no event shall a vessel be loaded
11 beyond a capacity which is reasonable and prudent under given atmospheric conditions and other actual
12 and potential hazards affecting operation. (Ord. 90-83 (part)).

13 **11.16.020 Operation – Right-of-way rules.**

14 The operation rules as between vessels are provided as follows:

15 A. When two vessels are approaching each other head on, or so nearly so as to involve the risks of
16 collision, each boat shall bear to the right and pass the other boat on its left side.

17 B. One vessel may overtake another on either side but shall grant the right-of-way to the overtaken boat.

18 C. When two vessels are approaching each other obliquely or at right angles, the boat approaching on
19 the right side has the right-of-way.

20 D. A vessel underway must yield the right-of-way to a craft not underway.

21 E. A motor-powered vessel underway must yield the right-of-way to a sailboat, rowboat, canoe, or other
22 vessel not propelled by a motor.

23 F. A seaplane underway shall yield the right-of-way to all other vessels.

24 G. A swimmer including a person on a flotation device, or a fallen skier, has the right-of-way over any
25 craft.

26 H. No vessel shall approach within 50 feet of a diver's flag indicating the presence of a person operating
27 under water.

1 I. All vessels shall reduce speed and, if necessary, stop and, in any event, yield the right-of-way upon the
2 approach of an emergency vessel. (Ord. 90-83 (part)).

3 **11.16.030 Speed regulations.**

4 A. Speed Limits. No vessel shall exceed the following speeds, except as provided in Chapter [11.36](#) WCC:

5 1. Within 100 feet of a swimmer, six miles per hour;

6 2. Within 150 feet from docks, floats, or the shoreline on every lake except Lake Whatcom and
7 Lake Samish where the distance shall be 300 feet from docks, floats, or the shoreline (except when
8 necessary for a safe take off as defined in WCC [11.20.010\(C\)](#)), six miles per hour;

9 3. Within 100 feet of any vessel not propelled by a motor, six miles per hour;

10 4. One-half hour after sunset to one-half hour before sunrise, eight miles per hour;

11 5. During daylight hours in unrestricted areas, 40 miles per hour;

12 6. Within 300 feet of any public boat launch, six miles per hour;

13 7. Within South Bay Lake Whatcom south of a line approximately as defined as extending from 48°
14 40' 48" N, 122° 18' 49" W to 48° 40' 43" N, 122° 18' 36", shall be designated as a "no-wake" zone.

15 8. Within Lake Samish the area between county bridge No. 107 (bridge located south of, and
16 adjacent to, Lake Samish Park) and the North-South line of 122° 24' 00" West shall be designated
17 as a "no-wake" zone.

18

19 B. Due Care and Caution Required. Compliance with the speed regulations contained herein shall not
20 relieve the operator of any vessel from the further exercise of due care and caution as circumstances
21 shall require. (Ord. 2004-036 § 1; Ord. 2002-027; Ord. 90-83 (part)).

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1 Chapter 11.20
2 WATER SKIING, SWIMMING AND SKIN DIVING
3 REGULATIONS

4 Sections:

5 [11.20.010 Water skiing.](#)

6 [11.20.020 Swimming.](#)

7 [11.20.025 Floatation devices on the South Fork of the Nooksack River.](#)

8 [11.20.030 Skin diving.](#)

9 [11.20.010 Water skiing.](#)

10 A. Age Requirements. No vessel which has in tow or is otherwise assisting a person on water skis,
11 aquaplane, surfboard, innertube or similar contrivances, shall be operated unless such vessel is occupied
12 by at least two persons, one at least the age of 16 years, and one of at least eight years of age who shall
13 be observer or ski-tender in addition to the operator; provided that this prohibition shall not apply to
14 vessels used in duly authorized ski tournaments.

15 B. Intoxication Prohibited. No person shall ride or manipulate any water skis, aquaplane, surfboard,
16 innertube or similar contrivance while in tow, or being assisted by a vessel, when such person is under
17 the influence of intoxicating liquor or drugs to a degree which renders said person incapable of safely
18 riding or manipulating such a contrivance.

19 C. Distance from Shoreline. Except on safe takeoffs and safe landing, vessels and persons under tow on
20 water skis, aquaplane, surfboard, innertube or a similar contrivance, and vessels being utilized to displace
21 water for the purpose of surfing or wakesurfing or similar activities that produce wakes for surfing must
22 keep 150 feet or more from the dock, float, or shoreline ~~with the exception of Lake Whatcom which shall~~
23 ~~remain at~~ except for Lake Whatcom and Lake Samish where the distance shall be 300 feet from the
24 shore, dock or float. A takeoff will not be considered "safe" unless the person(s) under tow are heading
25 away from the shore and the takeoff can be accomplished without any risk to swimmers or vessels. The
26 person(s) under tow, but not the vessel, may come within 150 feet of the shoreline when in the process of
27 landing, provided that the return to the shore must be at any angle of 45 degrees or more to the shoreline.

28 D. Other Vessels. No vessel shall follow behind a skier closer than 300 feet, not cross the towing boat
29 bow by less than 200 feet, nor alongside a skier closer than 100 feet.

1 E. Personal Flotation Devices Required. Any person on water skis, aquaplane, surfboard, innertube or
2 similar contrivance shall wear about his body a type I, II, or III personal flotation device as defined and
3 required by the U.S. Coast Guard.

4 F. Conduct. Any person on water skis, aquaplanes, surfboards, innertubes, or similar contrivances shall
5 conduct himself upon the same in a careful and prudent manner, and shall remain at all times a
6 reasonable and prudent distance from other persons and from the property of others, and shall not come
7 within 100 feet of a swimmer or any other vessel.

8 G. Hours. No vessel shall have in tow or shall otherwise assist a person on water skis, aquaplane,
9 surfboard, innertube or a similar contrivance from one-half hour after sunset to one-half hour before
10 sunrise; provided, that this subsection shall not apply to vessels engaged in duly authorized water ski
11 competitions or expositions.

12 H. Pattern. All boats towing skiers shall go in a counterclockwise pattern.

13 I. Public Boat Launches. No drop-off or take-off of skier or having a person in tow within 300 feet of public
14 boat launch.

15 J. Skier Down Flags. When your skier is in the water the observer must display a red or orange "skier
16 down" flag. This flag must be 12 inches square and mounted on a two-foot pole. (Ord. 90-83 (part)).

17 **11.20.020 Swimming.**

18 No person shall swim or operate a paddleboard, innertube, rubber raft or similar unlicensed device except
19 in restricted swimming areas or within a distance of 150 feet from the shore, unless the swimmer is
20 accompanied by a vessel. (Ord. 90-83 (part)).

21 **11.20.025 Floatation devices on the South Fork of the Nooksack River.**

22 No person shall operate a paddleboard, innertube, inflatable floatation device, foam floatation device,
23 limb-propelled floatation device, or rubber raft intended for limb use on the section of the South Fork of
24 the Nooksack River between Edfro Creek and the Acme Bridge between the dates of June 1st and
25 October 31st. The provisions of this section shall not apply to:

26 A. Devices engaged principally in commercial operations constituting an act of interstate or foreign
27 commerce or bona fide scientific research;

28 B. Use for emergency purposes when there is reasonable belief that such use is necessary to protect or
29 preserve persons, animals or property;

- 1 C. Use by law enforcement agencies to enforce the above provisions;
- 2 D. Department of Natural Resources-designated and Whatcom County-designated swimming/boating
- 3 areas on the South Fork of the Nooksack River. (Ord. 2005-089 Exh. A).

4 **11.20.030 Skin diving.**

5 A. No person shall operate (swim, float or walk) under water with the aid of any artificial device such as

6 snorkel or self-contained underwater breathing apparatus (scuba) beyond 100 feet from the shoreline

7 unless closely accompanied by a boat displaying a diver's flag or unless marked by a diver's flag above

8 the water surface and above the operator's position in the water.

9 B. The underwater operator shall keep within a 50-foot horizontal radius of the diver's flag at all times.

10 C. No person shall display any diver's flag except during the period a person is operating under water

11 within the vicinity of the diver's flag.

12 D. Separate diver's flags shall be displayed for each person so operating under water.

13 E. No person shall operate under water, except with a permit issued at the discretion of the sheriff's

14 department, within a 300-foot horizontal radius of any boat ramp or landing wharf of any boat marina, nor

15 shall such person operate within a 100-foot horizontal radius of any platform normally used for diving.

16 (Ord. 90-83 (part)).

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Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-307

File ID: AB2019-307	Version: 1	Status: Agenda Ready
File Created: 05/29/2019	Entered by: KFelbing@co.whatcom.wa.us	
Department: Council Office	File Type: Resolution	
First Assigned to: Council		
Agenda Date: 06/04/2019	Next Mtg. Date:	Hearing Date:

Primary Contact Email: BBuchana@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution regarding reducing incarceration of young adults (Council acting as the Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Resolution for June 4, 2019

Final Action:
Enactment Date:
Enactment #:

RESOLUTION NO. _____

REDUCING INCARCERATION OF YOUNG ADULTS
(Council acting as the Health Board)

WHEREAS, The Incarceration Prevention and Reduction Task Force (Task Force), acting as the county Law and Justice Council, has identified a priority focus of young adult incarceration prevention and reduction; and

WHEREAS, the John D. and Catherine T. MacArthur Foundation has awarded a grant for technical assistance to Whatcom County to participate in a national Policy Academy focused on this effort; and

WHEREAS, a Policy Academy Team consisting of a Whatcom County Councilmember, a Health Department Manager, two Bellingham City Councilmembers, a Washington State Senator and two State Representatives have formed a Policy Academy Team funded in large part by the MacArthur Foundation and working with the National Association of Counties, the National League of Cities, and the National Conference of State Legislatures in a concerted effort to identify and implement local strategies to prevent and reduce incarceration of young adults aged 18 – 24; and

WHEREAS, research emphasizes the importance of nurturing positive neuro-development in very young children to develop protective factors and resilience that reduce risk of future criminal justice involvement; and

WHEREAS, research has demonstrated that exposure to adverse experiences at a young age can increase risk for future criminal justice involvement; and

WHEREAS, behavioral health challenges left untreated or undertreated can compromise resilience; and

WHEREAS, the model of population health developed by the University of Wisconsin Population Health Institute has determined that 50% of what makes and keeps a person healthy results from access to healthy environments, economic opportunities, housing security, and education; and

WHEREAS, the geography of where an individual lives is indicative of the social determinants of health they experience and thereby influences their overall health and future resilience and protective factors, which include living in a safe and higher quality environment, caring and positive community norms, and economic opportunities; and

WHEREAS, research shows that exposure to domestic violence and incarceration of an adult in the family home are significant risk factors for children that correlate to increased risks in adulthood, leading some into intergenerational engagement with the criminal justice system; and

WHEREAS, young adults incarcerated for more than an initial 72-hour period are more likely to return to the criminal justice system than those who experience fewer hours of initial incarceration; and

WHEREAS, public safety and public health are mutually inclusive and exist only when behavioral health, family health and stability, and social determinants of health are positively supported; and

WHEREAS, the Whatcom County Council resolved to include Health In All Policies, which includes strategies along a continuum of Prevention, Intervention, Treatment and Support; and



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-329

File ID: AB2019-329 Version: 1 Status: Agenda Ready
File Created: 05/22/2019 Entered by: SMildner@co.whatcom.wa.us
Department: County Executive's Office File Type: Executive Appointment

First Assigned to: Council

Agenda Date: 06/04/2019 Next Mtg. Date: Hearing Date:

Primary Contact Email: smildner@co.whatcom.wa.us <mailto:smildner@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Sonja Max to the Bicycle/Pedestrian Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Max app-resume 050919.pdf

Final Action:
Enactment Date:
Enactment #:



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.

Title	Ms.
First Name	Sonja
Last Name	Max
Today's Date	5/9/2019
Street Address	914 12th St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	206-331-0348
Secondary Telephone	<i>Field not completed.</i>
Email Address	sonjamx@gmail.com
1. Name of Board or Committee	Bicycle/Pedestrian Advisory Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you 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 [Sonja Max-resumeBikePed.pdf](#) - attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education See attached PDF

10. Please describe why you're interested in serving on this board or commission See attached PDF

References (please include daytime telephone number): Kyle Morris, HUB bikeshop owner/Executive Director: 360-201-7338 April Claxton, former Executive Director Recreation Northwest: 360-223-5262 Chelsea Jepson, local business owner: 360-441-2368

Signature of applicant: Sonja Max

Place Signed / Submitted Bellingham, WA

RECEIVED
MAY 14 2019
JACK LOUWS
COUNTY EXECUTIVE
Please MP

Sonja Max

Statement/resumé for Whatcom County Bicycle/Pedestrian Advisory Committee

After spending the past couple years renovating a historic building in downtown Bellingham and leasing it to commercial tenants, I am excited to continue and deepen my community involvement. After living and working in Seattle as a graphic designer for 10 years, I chose to live in Whatcom County for the exceptional quality of life that it offers. I am dedicated to taking an active role in preserving and improving the livability of this region, and see the Bicycle/Pedestrian Advisory Committee as a great way to do this.

When not tending to landlord duties, I am an avid cyclist (mountain biking, road riding, commuting and long-distance gravel touring), hiker, gardener and cross-country skier. I have participated in the Ski to Sea race multiple years on car-free teams; I regularly race in the Bellingham Traverse; I have volunteered for Ride Run and Dig (RRAD) to support youth mountain bike and trail building activities; I have led wellness, nutrition and cooking classes at the Community Food Co-op, Bellingham Athletic Club and the YMCA. I am also currently serving on the Whatcom County Parks Commission, I am an active member of Walk Bike Bus Bellingham, and a past board member of Recreation Northwest.

I appreciate the incredible outdoor opportunities Whatcom County has to offer, and would like to make sure that all Whatcom County residents have access to the outdoors, whether on foot, on 2 wheels, or any other way they might choose. Having an equitable transportation infrastructure is a great way to insure that all people have access not only to recreational opportunities, but also to the very basic services that all residents require. Not everyone has the means to own and/or drive an automobile, but everyone does deserve access to the wide variety of destinations within the county. It makes economic sense to provide that access for all residents.

Additionally, as the population of Whatcom County grows, congestion will continue to be a problem. The more we can mitigate this problem by providing alternate routes of active transportation, the more livable this region will be. Research continues to prove that providing safe alternatives to driving results in more trips being taken by alternative means. Thus, providing safe and separate transportation choices benefits not only those who wish to get out of their cars, but it enhances the driving experience for those who need to or want to keep driving when fewer cars are on the road.

Day-to-day operational skills, budgeting proficiency, and the ability to plan and envision future spaces and projects coupled with my love for cycling and walking seems like a great fit for the Whatcom County Bicycle/Pedestrian Advisory Committee. I would be honored to serve on the Committee and genuinely hope to get the opportunity to do so.

WORK HISTORY

2015 - present Restoring Cascade Laundry Building in Bellingham
Position: building owner, manager, project coordinator, contractor's assistant. Includes lease negotiations with tenants, working with city and state officials for permits and historical tax credits, and striving to maintain a sustainable process by salvaging/re-using materials, insulating, installing a solar array, heating and lighting with an eye toward energy conservation, and planning for bicycle parking and storage for building patrons.

- 2011 - 2015 Sonja Max, MS, RD
Position: private practice dietitian consulting with clients for a wide variety of health conditions, weight loss and disease prevention. Included public talks and classes on healthy cooking and eating.
- 1997 - 2009 Hornall Anderson Design Works, Seattle, WA
Position: senior designer and art director in a high-paced design, strategy and marketing agency with a concentration in packaging and corporate brand identity.

EDUCATION

- 2010 Bastyr University, Kenmore, WA; MS in nutrition
- 1997 University of Washington, Seattle, WA; BFA in graphic design, minor in mathematics
- 1992 Healdsburg High School, Healdsburg, CA



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-333

File ID: AB2019-333 **Version:** 1 **Status:** Agenda Ready
File Created: 05/24/2019 **Entered by:** SMildner@co.whatcom.wa.us
Department: County Executive's Office **File Type:** Executive Appointment
First Assigned to: Council
Agenda Date: 06/04/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: smildner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive’s appointment of Arrissia Owen Turner to the Whatcom County Developmental Disabilities Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff memo nomination 052319.pdf, Owen Turner appIn DDAB-051019.pdf

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
Health Department



Regina A. Delahunt, Director
Greg Stern, M.D., Health Officer

May 23, 2019

TO: Jack Louws, County Executive
FROM: Jessica Lee, Program Specialist, Developmental Disabilities
RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

RECEIVED
MAY 23 2019
JACK LOUWS
COUNTY EXECUTIVE

I am pleased to recommend **Arrissia Owen Turner** for initial appointment to the Developmental Disabilities Advisory Board. (DDAB) The DDAB recommended her nomination at the 5/20/19 meeting.

Arrissia is the parent of an elementary aged child with developmental disabilities, experienced in navigating and advocating within complex health and service systems. Parents are the primary support for most individuals with DD across the lifespan, and parent representation on the DDAB is particularly critical to its mission.

Her references describe her as engaged and supportive as well as noting her skill as a communicator.

As you can see, Arrissia provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities.

Thank you, Jack, for considering this nomination for appointment.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
f WhatcomCountyHealth
t WhatcomCoHealth



Whatcom County
HEALTH
Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health



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.

Title	Ms.
First Name	Arrissia
Last Name	Owen Turner
Today's Date	5/10/2019
Street Address	2329 Iron St.
City	Bellingham
Zip	98235
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	909-703-9488
Secondary Telephone	<i>Field not completed.</i>
Email Address	Arrissia@gmail.com
1. Name of Board or Committee	Developmental Disabilities Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	<i>Field not completed.</i>
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 *Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education I am currently a full-time caretaker for my autistic son. I have 20 years experience as a journalist.

10. Please describe why you're interested in serving on this board or commission As a parent of a disabled child, i can draw on our experiences as well as other families I interact with through Arc to help advise the city/county as an advocate for the disabled community.

References (please include daytime telephone number): Karlene Umbaugh ARC parent to parent coordinator 360-715-0170 ext 302

Signature of applicant: Arrissia Owen Turner

Place Signed / Submitted Bellingham, Washington



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-308

File ID:	AB2019-308	Version:	1	Status:	Agenda Ready
File Created:	05/16/2019	Entered by:	LGallery@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Ordinance		

First Assigned to: Council

Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: lgallery@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance suspending Whatcom County Code 1.28 to update the correctional facilities operational standards

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Code Chapter 1.28 is temporarily suspended for up to twelve (12) months. The Whatcom County Sheriff's Office Correctional Facility Operational Standards, as described in Ordinance No. _____, are temporarily adopted in its place.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Ordinance, Proposed Code Language

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Whatcom County Sheriff's Office _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

SUSPENSION OF WHATCOM COUNTY CODE 1.28 TO UPDATE THE CORRECTIONAL FACILITIES OPERATIONAL STANDARDS

WHEREAS, in 1977, chapter 70.48 RCW, the City and County Jails Act, was initially adopted; and

WHEREAS, in 1979, the Washington State Correctional Facilities Standards were developed by the Corrections Standards Board and codified in Title 289 of the Washington Administrative Code (WAC) as a guide to counties and cities to satisfy the mandates under the Act; and

WHEREAS, in 1987, a new section, RCW 70.48.071, was added to chapter 70.48 RCW that specifically mandated that "units of 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, to comply with RCW 70.48.071, the Whatcom County Council adopted the standards in Title 289 WAC by enacting Ordinance No. 87-85 in December 1987, later codified as Whatcom County Code (WCC) 1.28 - Standards for Correctional Facilities; and

WHEREAS, in 2006, Title 289 WAC was decodified without replacement as it was obsolete and the Corrections Standards Board ceased to exist; and

WHEREAS, the identical standards in WCC 1.28 are likewise obsolete; and

WHEREAS, RCW 70.48.071 authorizes the County to establish operational standards for its own correctional facilities in either its code, through the correctional facilities department policies and standards, or a combination thereof; and

WHEREAS, the Whatcom County Sheriff's Office correctional facility operational standards are collectively established through various documents, including, but not limited to, written general policies, corrections bureau operational policies and procedures, medical policies and procedures, the Sheriff's Office Rules and Regulations Manual, and the Uniform Building Code; and

WHEREAS, the Whatcom County Council deems it necessary to suspend WCC 1.28 for up to twelve (12) months to provide adequate time for the Law and Justice Committee and the County Council to review the correctional facilities operational standards and proposals; and

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NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 1.28 be suspended in its entirety for up to twelve (12) months, and that the Whatcom County Sheriff’s Office correctional facility operational standards, as described above, are hereby temporarily adopted in place of WCC 1.28.

ADOPTED this _____ day of May, 2019.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM: WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

WHATCOM COUNTY CODE CHAPTER 1.28
STANDARDS FOR CORRECTIONAL FACILITIES

Whatcom County Code Chapter 1.28 is temporarily suspended for up to twelve (12) months. The Whatcom County Sheriff's Office Correctional Facility Operational Standards, as described in Ordinance No. _____, are temporarily adopted in its place.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-321

File ID: AB2019-321 **Version:** 1 **Status:** Agenda Ready
File Created: 05/21/2019 **Entered by:** MCaldwel@co.whatcom.wa.us
Department: Finance Division **File Type:** Ordinance
First Assigned to: Council
Agenda Date: 06/04/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 8, in the amount of \$508,163

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #8 requests funding from the Conservation Futures Fund:

1. To appropriate \$236,200 to fund Seed Orchard forestry conservation easement PDR
2. To appropriate \$271,963 to fund Broad Leaf Farm agricultural conservation easement PDR

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

**ORDINANCE NO.
AMENDMENT NO. 8 OF THE 2019 BUDGET**

WHEREAS, the 2019-2020 budget was adopted November 20, 2018; and,
WHEREAS, changing circumstances require modifications to the approved 2019-2020 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 2019-2020 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional amounts to the 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
Conservation Futures Fund	<u>508,163</u>	<u>(127,500)</u>	<u>380,663</u>
Total Supplemental	<u>508,163</u>	<u>(127,500)</u>	<u>380,663</u>

In addition, Exhibit C – Position Control Changes should be amended to add 1 FTE Engineer to Public Works – River & Flood.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 8				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Conservation Futures Fund				
Planning & Development	To fund Seed Orchard forestry conservation easement PDR.	236,200	-	236,200
Planning & Development	To fund Broad Leaf Farm agricultural conservation easement PDR.	271,963	(127,500)	144,463
Total Conservation Futures Fund		508,163	(127,500)	380,663
Total Supplemental		508,163	(127,500)	380,663

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 2737

Fund 175

Cost Center 17550

Originator: Chris Elder

Year 1 2019

Add'l FTE

Priority 1

Name of Request: Seed Orchard Forestry Conservation Easement PDR

X  5-14-2019

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

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$12,000
	7320	Land	\$224,200
	Request Total		\$236,200

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of a forestry conservation easement on the Seed Orchard application. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the PDR program due to the permanent protection of the land for forestry purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to forestry, wildlife, water quality, and educational opportunities are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive forestry soils, is adjacent to thousands of acres of working forestlands and has been recommended for protection by the Purchase of Development Rights Oversight Committee.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the forestry economy.

4a. Outcomes:

This easement will result in the permanent protection of 84 acres of working forestlands.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 2737

Fund 175

Cost Center 17550

Originator: Chris Elder

closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding. The Department of Natural Resources will also provide ongoing stewardship and management of the site, ensuring adherence to the easement terms.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Gabe Epperson is the Conservation Director.

6. Funding Source:

Conservation Futures Fund (as requested)

The net expenditure after reimbursement will be \$236,200.00.



Memorandum

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

THROUGH: Mark Personius, Director, PDS *mp*

FROM: Chris Elder, PDR Program Administrator *CE*

DATE: May 10, 2019

SUBJECT: Supplemental Budget Request to complete a forestry conservation easement acquisition for PDR applicant Seed Orchard

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 139 development rights on 1,134 acres through 22 agricultural conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of a forestry conservation easement on the Seed Orchard forest property. The PDR Program Administrator is concurrently requesting approval from County Council to authorize the PDR Program Administrator and County Executive to proceed with the acquisition of a forestry conservation easement on the Seed Orchard forest property. This supplemental budget requests include all costs associated with closing of this forestry conservation easement including easement cost, baseline documentation fees, easement monitoring fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose

The Seed Orchard forestry conservation easement will represent the 24th purchase under the County's Purchase of Development Rights Program and will represent the first forestry conservation easement enacted through the program. Completion of this easement will add an additional 84 acres to the total protected acreage in Whatcom County. This will bring the total protected acreage up to 1,284 acres. Whatcom Land Trust has developed baseline condition reports for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

Seed Orchard - PDR Supplemental Budget Request

Seed Orchard Forestry Conservation Easement	\$220,000.00
- Easement monitoring and enforcement	\$12,000.00
- Background Documents preparation	\$2000.00
- Escrow and closing costs	\$2,200.00
Subtotal	<u>\$236,200.00</u>

- **Net cost to Whatcom County** **\$236,200.00**

Request Summary

This request is complementary to the proposed Resolution being considered by Council on May 21, 2019 which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the forestry conservation easement on this property. The conservation easement is estimated to be completed and recorded by August 2019.

Please contact Chris Elder, PDR Program Administrator at (360)778-5932 with any questions or concerns.

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 2738

Fund 175

Cost Center 17550

Originator: Chris Elder

Year 1 2019

Add'l FTE

Priority 1

Name of Request: Broad Leaf Farm Ag. Conservation Easement PDR

X  *5-14-2019*
Department Head Signature (Required on Hard Copy Submission) **Date**

<i>Costs:</i>	Object	Object Description	Amount Requested
	4331.1093	Ag Conservation Easement Prgm	(\$127,500)
	6610	Contractual Services	\$12,750
	7320	Land	\$259,213
	Request Total		\$144,463

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the Broad Leaf Farm application. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs. RE: WCC Resolution 2017-042 approved the purchase.

1b. Primary customers:

The community at large benefits from the PDR program due to the permanent protection of the land for farming purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, water quality and stormwater retention are among the benefits for the community.

2. Problem to be solved:

One of the focus areas of the Purchase of Development Rights Program is to permanently protect prime/productive agricultural land from conversion to non-agricultural uses. This property contains prime agricultural soils and has been recommended for protection by the Purchase of Development Rights Oversight Committee and been approved for purchase by Whatcom County Council via Resolution 2017-042.

3a. Options / Advantages:

The Agricultural Advisory Committee has considered the PDR program as an integral component of an overall agricultural protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural land. PDR's are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent agricultural development pattern in a given area. Maintaining a critical mass of viable agricultural land supports a vibrant agricultural economy. \$127,500 will be reimbursed with matching funds provided by the Natural Resource Conservation Service (NCRS) Agricultural Conservation Easement Program (ACEP).

4a. Outcomes:

The PDR program originally targeted 10,000 acres for purchase. Since that time the Council endorsed a

Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 2738

Fund 175

Cost Center 17550

Originator: Chris Elder

Rural Land Study that has targeted some 25,000 acres of agricultural lands within rural zoned land that they would like to see with additional protection. This additional acreage will require significant increase in funding for the PDR program as well as the development of additional innovative techniques. The addition of this farm to the PDR land base will occur in 2019

4b. Measures:

The easement on this farm will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed agricultural conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County PDR program administration/funding. 50% reimbursement funding comes from the Natural Resource Conservation Service Agricultural Conservation Easement Program Agricultural Land Easement.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Gabe Epperson is the Conservation Director.

6. Funding Source:

Conservation Futures Fund (as requested)

Therefore the total coming out of will be \$271,963.13, though the NRCS will reimburse Whatcom County for a total of \$127,500 towards this transaction. The net expenditure after reimbursement will be \$144,463.13.



Memorandum

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

THROUGH: Mark Personius, Director, PDS *MP*

FROM: Chris Elder, PDR Program Administrator *CE*

DATE: May 10, 2019

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant Broad Leaf Farm

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 139 development rights on 1,134 acres through 22 agricultural conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Broad Leaf Farm property. Whatcom County Council has approved the PDR Program Administrator and County Executive to proceed with the acquisition of these easements through Resolution 2017-042. This supplemental budget requests include all costs associated with closing of this agricultural conservation easement including easement cost, baseline documentation fees, easement monitoring fees, and associated closing costs. This request will support completion of the PDR process on this property. A previous supplemental budget request was approved for this purchase in 2018, but completion of an agricultural conservation easement was not completed by the end of 2018 and therefore a new supplemental budget request is being issued for project completion in 2019.

Background and Purpose

The Broad Leaf Farm conservation easement will represent the 23rd purchase under the County's Agricultural Purchase of Development Rights Program. Completion of this easements will add an additional 66.2 acres to the total protected acreage in Whatcom County. This will bring the total protected acreage up to 1,200 acres. Whatcom Land Trust has developed baseline condition reports for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The Broad Leaf Farm conservation easement was selected to receive matching funds through the Natural Resource Conservation Service (NRCS) Agricultural Conservation Easement Program (ACEP). These funds represent 50% of the actual easement cost.

Broad Leaf Farm - PDR Supplemental Budget Request

Broad Leaf Farm Agricultural Conservation Easement	\$255,000.00
- Easement monitoring and enforcement	\$12,750.00
- Background Documents preparation	\$2000.00
- Escrow and closing costs	\$2,213.13
Subtotal	<hr/> \$271,963.13
- Reimbursement from NRCS ACEP	(\$127,500)
<hr/>	
- Net cost to Whatcom County after reimbursement	\$144,463.13

Request Summary

This request is consistent with Resolution 2017-042 which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement is estimated to be completed and recorded by July 2019.

Please contact Chris Elder, PDR Program Administrator at (360)778-5932 with any questions or concerns.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-322

File ID:	AB2019-322	Version:	1	Status:	Agenda Ready
File Created:	05/21/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	06/04/2019	Next Mtg. Date:		Hearing Date:	06/18/2019

Primary Contact Email: RBrowne@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Charter Sections 4.20 (Qualifications) and 6.90 (Illegal Contracts)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Charter Sections 4.20 (Qualifications) and 6.90 (Illegal Contracts) to remove language rendered moot or obsolete by the passage of time, as allowed by Charter Section 8.23 (Amendments by the County Council)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CHARTER SECTIONS
4.20 (QUALIFICATIONS) AND 6.90 (ILLEGAL CONTRACTS)**

WHEREAS, the Whatcom County Charter Section 4.20 currently reads "Each County officer holding an elective office shall be, at the time of his appointment" [Emphasis added]; and

WHEREAS, the Whatcom County Charter Section 6.90 currently reads "Except as otherwise provided by ordinance, any contract in excess of an appropriation shall be null and void; and any officer, agent or employee of the County knowingly responsible shall be personally liable to anyone damaged by his action" [Emphasis added]; and

WHEREAS, the citizens of Whatcom County overwhelming support equal rights and recognition for women; and

WHEREAS, Section 8.23 (Amendments by the County Council) of the County Charter states: "The County Council by unanimous vote of the entire Council may effect amendments to the language of the Charter where the passage of time has rendered language moot or obsolete. Such changes shall be made by ordinance, and have a public hearing".

NOW, THEREFORE, BE IT RESOLVED, that Section 4.20 and Section 6.90 of the County Charter shall be amended as detailed in the attached Exhibit A; and

ADOPTED this ____ day of _____, 2019.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

1
2
EXHIBIT A
(redline/strikeout version)

3 **Section 4.20 Qualifications.**

4 | Each County officer holding an elective office shall be, at the time of her or his appointment or
5 election and at all times while holding office, a citizen of the United States and a resident and
6 registered voter of Whatcom County and councilmembers shall be residents of the districts
7 which they represent. Any change in the boundaries of the councilmember's district which shall
8 cause that member to be no longer a resident of the district which that councilmember represents
9 shall not disqualify that councilmember from holding office during the remainder of the term for
10 which that councilmember was elected or appointed. (Amended by referendum 1986; Amended
11 by Ord. 2005-075 Exh. A).

12 **Section 6.90 Illegal Contracts.**

13 Except as otherwise provided by ordinance, any contract in excess of an appropriation shall be
14 null and void; and any officer, agent or employee of the County knowingly responsible shall be
15 | personally liable to anyone damaged by her or his action. The County Council when requested to
16 do so by the County Executive may adopt an ordinance permitting the County to enter into
17 contracts requiring the payment of funds from appropriations of subsequent budget cycles, but
18 real property shall not be leased to the County for more than one year, unless it is included in a
19 capital budget appropriation ordinance. (Amended by ballot measure 1997 [refer to Ord. 97-
20 042]; Amended by Ord. 2005-075 Exh. A).

21

1
2
3
EXHIBIT A
(clean version)

4 **Section 4.20 Qualifications.**

5 Each County officer holding an elective office shall be, at the time of her or his appointment or
6 election and at all times while holding office, a citizen of the United States and a resident and
7 registered voter of Whatcom County and councilmembers shall be residents of the districts
8 which they represent. Any change in the boundaries of the councilmember's district which shall
9 cause that member to be no longer a resident of the district which that councilmember represents
10 shall not disqualify that councilmember from holding office during the remainder of the term for
11 which that councilmember was elected or appointed. (Amended by referendum 1986; Amended
12 by Ord. 2005-075 Exh. A).

13
14 **Section 6.90 Illegal Contracts.**

15 Except as otherwise provided by ordinance, any contract in excess of an appropriation shall be
16 null and void; and any officer, agent or employee of the County knowingly responsible shall be
17 personally liable to anyone damaged by her or his action. The County Council when requested to
18 do so by the County Executive may adopt an ordinance permitting the County to enter into
19 contracts requiring the payment of funds from appropriations of subsequent budget cycles, but
20 real property shall not be leased to the County for more than one year, unless it is included in a
21 capital budget appropriation ordinance. (Amended by ballot measure 1997 [refer to Ord. 97-
22 042]; Amended by Ord. 2005-075 Exh. A).



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-320

File ID: AB2019-320 **Version:** 1 **Status:** Agenda Ready
File Created: 05/21/2019 **Entered by:** MCaldwel@co.whatcom.wa.us
Department: Finance Division **File Type:** Resolution of the WCFCZDBS or Other Special District
First Assigned to: Council
Agenda Date: 06/04/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution amending the 2019 Flood Control Zone District and Subzones Budget, request no. 3, in the amount of \$1,560,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #3 requests funding from the Flood Control Zone District Fund:

1. To appropriate \$1,500,000 in River & Flood to fund floodplain land acquisition.
2. To appropriate \$60,000 in River & Flood to fund senior flood engineer position.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

RESOLUTION NO. _____

(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 3 OF THE 2019 BUDGET

WHEREAS, the 2019 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 20, 2018; and,

WHEREAS, changing circumstances require modifications to the approved 2019 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2019 budget as approved in Resolution 2018-044 is hereby amended by adding the following additional amounts to the budgets included therein:

	Expenditures	Revenues	Net Effect
Flood Control Zone District	<u>1,560,000</u>	<u>(1,248,000)</u>	<u>312,000</u>
Total Supplemental	<u>1,560,000</u>	<u>(1,248,000)</u>	<u>312,000</u>

ADOPTED this ____ day of _____, 2019

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of Board of Supervisors

APPROVED AS TO FORM:



Civil Deputy Prosecutor

2019 Flood Control Zone District and Subzones Budgets Amendment #3				
		<u>Expenditures</u>	<u>Revenues</u>	<u>Fund Balance</u>
Flood Control Zone District Fund				
River & Flood	To fund floodplain land acquisition.	1,500,000	(1,200,000)	300,000
River & Flood	To fund senior flood engineer.	<u>60,000</u>	<u>(48,000)</u>	<u>12,000</u>
Total Flood Control Zone District Supplemental		<u>1,560,000</u>	<u>(1,248,000)</u>	<u>312,000</u>

Supplemental Budget Request

Status: Pending

Public Works

Flood Control Zone District

Suppl ID # 2740

Fund 169

Cost Center 169114

Originator: Paula Harris

Year 1 2019

Add'l FTE

Priority 1

Name of Request: Floodplain Land Acquisition

X



5/21/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0311	CZM-FCCAP Grant	(\$1,200,000)
	7320	Land	\$1,500,000
	Request Total		\$300,000

1a. Description of request:

The FCZD is being awarded a Floodplains by Design grant that includes funding for land acquisition for flood hazard reduction projects along the Lower Nooksack River and Jones Creek. This budget request provides 2019 budget authority to cover the expenditures associated with land acquisition anticipated through the end of the year.

1b. Primary customers:

While the owners of the properties being acquired are the direct customers, the greater public will benefit from the flood hazard reduction projects that the acquisitions will enable to move forward.

2. Problem to be solved:

Both the projects on Jones Creek and the lower Nooksack River entail levee construction or reconfiguration to reduce flood hazards associated with debris flows on Jones Creek and overbank flooding on the Nooksack. Work on these projects was initiated years ago and land acquisition is the next step to keep the projects progressing.

3a. Options / Advantages:

Several alternatives for each project area have been identified and evaluated in earlier phases of the project. For Jones Creek, debris basins and debris barriers were evaluated along with the recommended alternative of a deflection berm.

For the lower Nooksack, several different levee configurations have been identified but the final alignment will depend on the results of negotiations for land acquisition.

3b. Cost savings:

The deflection berm for Jones Creek will reduce risk to public safety and the potential for future damages associated with debris flows.

The alternative levee configurations being evaluated for the lower Nooksack River are intended to reduce long-term repair costs while improving the reliability of flood protection and reducing the detrimental impacts to fish habitat.

4a. Outcomes:

Properties identified for acquisition will be owned by the FCZD. Depending on negotiations, one parcel is expected to be transferred this year, while transfer of other parcels will likely extend into next year.

4b. Measures:

The property transactions are carried through to closing and final transfer of titles

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Public Works

Flood Control Zone District

Suppl ID # 2740

Fund 169

Cost Center 169114

Originator: Paula Harris

These projects have been developed and will continue to be implemented in cooperation with our project partners which include Diking District #2, Sumas/Nooksack/Everson Subzone and Acme/Van Zandt Subzone.

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

N/A

6. Funding Source:

20% Flood Control Zone District fund balance and 80% Floodplains by Design grant

Supplemental Budget Request

Status: Pending

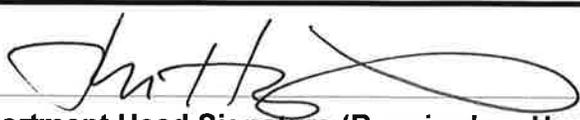
Public Works

Flood Control Zone District

Suppl ID # 2739 Fund 169 Cost Center 169100 Originator: Paula Harris

Year 1 2019 Add'l FTE Priority 1

Name of Request: Senior Flood Engineer

X  5/21/19
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4334.0311	CZM-FCCAP Grant	(\$48,000)
	6110	Regular Salaries & Wages	\$34,500
	6290	Applied Benefits	\$25,500
	Request Total		\$12,000

1a. Description of request:

Addition of a senior engineer for the River and Flood Division to assist in capital project delivery. This position would provide oversight and coordination of the River and Flood capital program, from project development through detailed design and construction.

1b. Primary customers:

The citizens of Whatcom County will benefit from the capital projects supported by this position

2. Problem to be solved:

The Flood Control Zone District (FCZD) is receiving a grant through the Department of Ecology's Floodplains by Design program to advance several of the capital projects in the River and Flood work program. Currently the River and Flood Division has two flood engineers to manage capital projects but additional staff is needed to deliver the projects included in the grant scope of work. During the vetting process for the grant application, the need for a senior engineer to help in implementing the grant was disclosed and supported.

3a. Options / Advantages:

If we accept the grant funding, we need to ensure we have adequate resources to implement the work. The alternative is to not accept the grant funding.

3b. Cost savings:

The grant will provide 80% reimbursement for \$6,040,000 in project work which will accelerate the rate of capital project delivery and offset the use of local funding.

4a. Outcomes:

Specific projects in the current grant that will be advanced by this position include:

Ferndale Levee and Habitat Improvement
 Benefits: critical infrastructure flood hazard reduction, riparian improvements, recreation

Lynden Levee and Habitat Improvement
 Benefits: critical infrastructure flood hazard reduction, habitat improvements

South Fork Jones Creek Debris Flow Risk Reduction
 Benefits: public life and safety, critical infrastructure protection

North Fork Glacier-Gallup Creek Alluvial Fan Restoration

Supplemental Budget Request

Status: Pending

Public Works

Flood Control Zone District

Suppl ID # 2739

Fund 169

Cost Center 169100

Originator: Paula Harris

Benefits: public life and safety, critical infrastructure flood hazard reduction, restoration of habitat-forming processes

The increased capacity will enable the FCZD to continue pursuing grant funding for large-scale capital projects and increase our chance of securing funding in the future.

4b. Measures:

In the near-term, the grant scope of work will be fulfilled. In the long-term, the rate of capital project delivery will increase.

5a. Other Departments/Agencies:

This position will work closely with our project partners specific to each capital project. For the projects included in the current grant scope, these include the Cities of Ferndale and Lynden, and the communities of Acme and Glacier.

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

Paula Harris, River and Flood Manager, will manage the senior River and Flood Engineer

6. Funding Source:

Flood Control Zone District fund