

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

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



COUNCILMEMBERS
Barbara Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Carol Frazey
Satpal Sidhu

WHATCOM COUNTY COUNCIL

COMBINED AGENDA PACKET FOR WEDNESDAY NOVEMBER 6, 2019

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (10 A.M.)

NATURAL RESOURCES COMMITTEE (11 A.M.)

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (11:30 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (2 P.M.)

SPECIAL COMMITTEE OF THE WHOLE (2:45 P.M.)

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

NOVEMBER 11, 2019
HOLIDAY – OFFICE CLOSED

NOVEMBER 12, 2019
10:30 A.M. – SURFACE WATER WORK SESSION
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET

NOVEMBER 19, 2019
REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE

NOVEMBER 28, 2019
HOLIDAY – OFFICE CLOSED

NOVEMBER 29, 2019
HOLIDAY – OFFICE CLOSED

DECEMBER 3, 2019
REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE

COMMITTEE AGENDAS

COMMITTEE OF THE WHOLE

10:00 a.m. WEDNESDAY, November 6, 2019
Conference Room, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-541 Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Gardner v. Whatcom County, et al. USDC no. 2:19-cv-01451 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

Page 1

2. AB2019-571 Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Maravilla v. Whatcom County, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

Page 2

3. AB2019-555 Discussion regarding potential property acquisition for the Flood Control Zone District [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(b)]

Page 3

Other Business

Adjournment

NATURAL RESOURCES COMMITTEE

Members: Barry Buchanan, Todd Donovan, Satpal Sidhu
11:00 a.m. WEDNESDAY, November 6, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2019-556 Report from Whatcom County's Parks and Recreation Department
Page 4

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Carol Frazey, Satpal Sidhu

11:30 a.m. WEDNESDAY, November 6, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2019-554 Report from Whatcom County's Facilities Management Department
Page 5

Committee Discussion and Recommendation to Council

1. AB2019-558 Request authorization for the County Executive to approve a Pass-Through Agreement between the Whatcom County Flood Control Zone District and Washington Department of Fish and Wildlife in the amount of \$216,815 and to execute a purchase and sale agreement that is consistent with the provisions and purchase price in the agreement (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 6 - 46
2. AB2019-559 Request authorization for the County Executive to enter into a grant amendment between the Whatcom County Flood Control Zone District and the Washington State Military Department to supplement the grant scope and budget in the amount of \$169,613 for a total amended grant amount of \$512,350 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 47 - 54
3. AB2019-535 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for partial funding of maintenance and operations of the Crisis Triage Facility, in the amount of \$59,000
Pages 55 - 63
4. AB2019-563 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State University for Master Gardener Program support at County Park Sites
Pages 64 - 76
5. AB2019-548 Resolution approving the 2020 recommended Convention Center Fund allocations
Pages 77 - 80

Council "Consent Agenda" Items

1. AB2019-549 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Herrera Environmental Consultants to expand the scope of work and increase the contract amount by \$65,135 for a new amount not to exceed \$164,956
Pages 81 - 91

2. AB2019-561 Request authorization for the Executive to enter into a contract between Whatcom County and SoftResources, LLC for consulting services to assist Whatcom County's plan to replace the current J.D. Edwards World enterprise resource planning (ERP) system in the amount of \$119,201.25

Pages 92 - 121

3. AB2019-567 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to utilize Emergency Management Performance Grant (EMPG) program funds to prepare for all hazards through sustainment and enhancement of Division of Emergency Management programs, in the amount of \$73,478

Pages 122 - 159

4. AB2019-570 Request authorization for the County Executive to enter into a contract amendment with Daniel A. Swedlow, Summit Law Group, to serve as Professional Negotiator and provide legal services for collective bargaining, negotiations, mediation, binding interest arbitration, and other actions brought by a Union

Pages 160 - 165

5. AB2019-537 Request approval for the County Executive to authorize the purchase of vehicle body repair services, using the Washington State Contract #05015, in an annual amount not to exceed \$70,000

Pages 166 - 168

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE

Members: Barbara Brenner, Barry Buchanan, Carol Frazey

2:00 p.m. WEDNESDAY, November 6, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-572 Discussion regarding possible safety issues associated with allowing golf carts on certain roads in Birch Bay

Page 169

Other Business

Adjournment

SPECIAL COMMITTEE OF THE WHOLE
2:45 p.m. WEDNESDAY, November 6, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-472 Ordinance amending Whatcom County Code 9.32, Unlawful Discharge of Firearms, to establish a no shooting zone in the Drayton Harbor area of Whatcom County
Pages 170 - 178

Committee Discussion and Recommendation to Council

1. AB2019-573 Resolution acknowledging receipt of a citizen petition to form a no shooting zone in Whatcom County to be known as the Dearborn No Shooting Zone
Pages 179 - 190

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

7 p.m. WEDNESDAY, November 6, 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. MIN2019-116 Regular County Council for October 22, 2019
Pages 191 - 202

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. AB2019-552 Ordinance amending the 2019 Whatcom County budget, request no. 14, in the amount of \$72,853
Pages 203 - 212
2. AB2019-553 Ordinance amending the project budget for the Lummi Nation Ferry Lease Fund, Request No. 2
Pages 213 - 216
3. AB2019-562 Ordinance Amending the Project Budget for the Criminal Justice Integrated Case Management Systems Fund, Request No. 1
Pages 217 - 221
4. AB2019-564 Ordinance amending the Project Budget for the Lake Whatcom Park Trail Development Fund, Request No. 1
Pages 222 - 228
5. AB2019-565 Ordinance Amending the 2020 Whatcom County Budget, Request No. 1, in the amount of \$18,918,279
Pages 229 - 412
6. AB2019-542 Ordinance authorizing the levy of taxes for countywide emergency medical purposes for 2020
Pages 413 - 414
7. AB2019-543 Ordinance authorizing the levy of taxes for Conservation Futures purposes for 2020
Pages 415 - 416
8. AB2019-544 Ordinance authorizing the 2020 property tax levy for county road purposes
Pages 417 - 419

9. AB2019-546 Ordinance limiting the 2020 General Fund property tax levy
Pages 420 - 421
10. AB2019-547 Ordinance authorizing the levy of taxes for County and State purposes in Whatcom County Washington for the year of 2020
Pages 422 - 425
11. 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 426 - 433
12. AB2019-551 Resolution adopting 2020 budget for the Point Roberts Transportation Benefit District
Pages 434 - 435
13. AB2019-568 Request authorization for the County Executive to enter into a twenty year communication tower lease agreement with Crown Castle GT for leased space on park property at Lookout Mountain
Pages 436 - 485
14. AB2019-545 Resolution authorizing the Board of Supervisors of the Whatcom County Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per thousand dollars of assessed value upon real property within the district in 2020
Pages 486 - 487
15. AB2019-557 Resolution adopting the 2020 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 488 - 503

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. AB2019-528 Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10
Pages 504 - 506
2. AB2019-529 Resolution authorizing the sale of surplus real property (building only) pursuant to WCC 1.10
Pages 507 - 509

3. AB2019-531 Ordinance adopting interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities
Pages 510 - 519

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. AB2019-549 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Herrera Environmental Consultants to expand the scope of work and increase the contract amount by \$65,135 for a new amount not to exceed \$164,956
Pages 81 - 91
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Pages 160 - 165
5. AB2019-537 Request approval for the County Executive to authorize the purchase of vehicle body repair services, using the Washington State Contract #05015, in an annual amount not to exceed \$70,000
Pages 166 - 168

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2019-535 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for partial funding of maintenance and operations of the Crisis Triage Facility, in the amount of \$59,000
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Pages 47 - 54

(From Council Special Committee of the Whole)

6. AB2019-573 Resolution acknowledging receipt of a citizen petition to form a no shooting zone in Whatcom County to be known as the Dearborn No Shooting Zone
Pages 179 - 190

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-541

File ID:	AB2019-541	Version:	1	Status:	Agenda Ready
File Created:	10/17/2019	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			Final Action:	
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Tara Adrian tadrian@co.whatcom.wa.us <<mailto:tadrian@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Gardner v. Whatcom County, et al. USDC no. 2:19-cv-01451 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion with prosecuting attorney regarding pending litigation; request to defend and indemnify County personnel in accordance with WCC 2.56.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-571

File ID:	AB2019-571	Version:	1	Status:	Agenda Ready
File Created:	10/28/2019	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Maravilla v. Whatcom County, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche re: Maravilla v. Whatcom County, et al. USDC WDWA No. 2:19-cv-01648-MJP

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-555

File ID:	AB2019-555	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding potential property acquisition for the Flood Control Zone District [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(b)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-556

File ID:	AB2019-556	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: MMFarlane@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Report from Whatcom County's Parks and Recreation Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

N/A

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-554

File ID:	AB2019-554	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: RNey@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Report from Whatcom County's Facilities Management Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

N/A

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-558

File ID:	AB2019-558	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to approve a Pass-Through Agreement between the Whatcom County Flood Control Zone District and Washington Department of Fish and Wildlife in the amount of \$216,815 and to execute a purchase and sale agreement that is consistent with the provisions and purchase price in the agreement (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

N/A

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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M E M O R A N D U M

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

THROUGH: Jon Hutchings, Public Works Director

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

DATE: October 21, 2019

RE: Washington Department of Fish and Wildlife Pass-Through Agreement for Floodplain Property Acquisition

Enclosed are two (2) originals of a Pass-Through Agreement between the Whatcom County Flood Control Zone District (FCZD) and Washington Department of Fish and Wildlife for your review and signature. In addition to approving this pass-through funding agreement, we are requesting the Board of Supervisors authorize the Executive to execute the purchase and sale agreement that will implement the grant scope.

■ Background and Purpose

The Washington Department of Fish and Wildlife (WDFW) applied for (2011) and was awarded (2012) a National Coastal Wetland (Coastal) Grant to acquire floodplain properties along the Nooksack River downstream of Ferndale. The purpose was to acquire properties from willing landowners to facilitate salmon and wildlife habitat restoration and also improve flood resilience/flood risk reduction. The grant has been amended and extended since 2012 to afford WDFW additional time as several properties initially targeted were sold to private buyers causing WDFW to seek new properties.

In September 2011, the FCZD obligated an Estuary and Salmon Restoration Program (ESRP) grant and its FCZD matching funds as the local match for the WDFW Coastal grant application. The ESRP grant provided for acquisition of multiple flood prone properties in Marietta and for hydraulic and habitat restoration modeling and alternatives analysis in the lower Nooksack downstream of Ferndale, the primary area of interest in the Coastal grant. The ESRP grant has been completed and deliverables provided to the granting agency. Documentation of expenditures eligible to fulfill the Coastal match has been provided to WDFW.

The FCZD has recently reached agreement with a private party for the purchase of a floodplain parcel key to many future flood management and habitat restoration options. The previously documented FCZD/ESRP match provide the Coastal match obligations for the purchase and WDFW would like to pass the Coastal funding through to the FCZD to purchase and own the property. The pass-through of Coastal grant funding constitutes a sub-recipient award of the federal Coastal grant and will cover the purchase price including land, appraisal, environmental site assessment, closing costs and taxes; no additional FCZD expenditures are needed.

■ Funding Amount and Source

The total cost to acquire the property including a Phase 1 Environmental Site Assessment is estimated at \$216,815 which is the amount provided by WDFW through their Coastal grant. The FCZD has 2019 budget authority to complete the transaction.

WDFW's grant expires at the end of this year, so in addition to approving the pass-through agreement, we are requesting the Board of Supervisors also authorize the Executive to execute a purchase and sale agreement that is consistent with the provisions and purchase price in the agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River and Flood/907520
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Washington Department of Fish and Wildlife

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): 12-1073 CFDA#: 15.614

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: 169114/719007

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 for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>216,815.00</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"> 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 agreement provides pass-through of federal National Coastal Wetland Conservation Grant Program funding from Washington State Department of Fish and Wildlife to the Whatcom County Flood Control Zone District in the amount of \$216,815 for the environmental site assessment, purchase prices, and closing costs to acquire the Sigurdson property.

Term of Contract: Not to exceed

Expiration Date: _____

Contract Routing:	1. Prepared by: John N. Thompson	Date: 10/22/19
	2. Attorney signoff: KNF	Date: 10/23/19
	3. AS Finance reviewed: M Caldwell	Date: 10/22/19
	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: _____

**STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE**

PROJECT GRANT 12-1073 PASS-THROUGH AGREEMENT

Pass-Through Entity: Washington State Department of Fish and Wildlife
Sub-Recipient: Whatcom County Flood Control Zone District
Grant Program: National Coastal Wetlands Conservation Grant Program
Project Name: Lower Nooksack River Conservation and Restoration Project
Property Name: Sigurdson Property
CFDA Number: 15.614
Award Number: C-92-L-1
Federal Award Date: February 22, 2012
Sub-Award Amount: \$216,815.00

PARTIES TO THE AGREEMENT

This Project Grant Pass-Through Agreement (Agreement) is entered into between the State of Washington, the Department of Fish and Wildlife (hereinafter referred to as "WDFW"), located at 600 Capitol Way North, Olympia, WA 98501-1091, and the Whatcom County Flood Control Zone District (hereinafter referred to as "Sub-Recipient"), located at 322 N Commercial Street, Suite 210, Bellingham, WA 98225, and shall be binding upon the agents and all persons acting by or through WDFW and Sub-Recipient (collectively hereinafter referred to as "Parties").

PURPOSE OF THE AGREEMENT

WDFW is the recipient of federal financial assistance through the National Coastal Wetlands Conservation Grant Program funded under the United States Fish and Wildlife Service (USFWS), grant award F13AP00048 and known as the "Lower Nooksack River Conservation and Restoration Project" (hereinafter referred to as "Grant"), a portion of which is authorized for the acquisition of the Sigurdson Property (hereinafter referred to as "Project"). Notice of Federal Assistance Award is attached as Attachment A. Scope Change, Grant Amendment #4, authorizing the acquisition of the Sigurdson Property is attached as Attachment B, both of which are incorporated herein by reference as if fully set forth. Sub-Recipient is an eligible sub-recipient of Grant funds.

Under this Agreement, WDFW will subaward up to \$216,815 of the Grant funds to Sub-recipient for allowable costs incurred in connection with acquiring and permanently protecting property identified in Grant Amendment #4.

PROJECT DESCRIPTION

The Grant is made and described under the Notice of Federal Participation included as Attachment A and the Project's Scope Change Request, Amendment #4, attached as Attachment B-1, both of which are incorporated herein by reference as if fully set forth. Sub-Recipient agrees to complete the Project as described, in its entirety, in the time as prescribed.

PERIOD OF PERFORMANCE

The Project Period of Performance began on February 22, 2012, the date of the Notice of Federal Assistance Award (Attachment A) and ends on December 31, 2019 (hereinafter "Performance Period"). If the Performance Period of Grant is extended by written amendment of the Grant, this Agreement shall be correspondingly extended without need of amendment.

No changes to the Project Performance Period will be made unless incorporated by written amendment. No expenditures made outside the Performance Period are eligible for reimbursement unless incorporated by written amendment into this Agreement.

PROJECT FUNDING

Under this Agreement, WDFW will sub-award up to \$216,815 of the total Grant funds for this Project (hereinafter referred to as "Sub-Award Amount") on a reimbursement basis. Anticipated costs for the acquisition of the Sigurdson Property and reasonable costs associated with the Project are as follows:

	<u>Dollar Amount</u>
Land	\$200,000.00
Appraisal/Review Appraisal	\$ 7,250.00
Closing Costs	\$ 3,000.00
Real Estate Excise Tax	\$ 3,565.00
Phase 1 Environmental Site Assessment	\$ 3,000.00
Total Sub-Award Amount	\$216,815.00

WDFW will be lead on the appraisal and review appraisal process. Costs associated with the appraisal and review appraisal will be paid by WDFW with Grant funds and Sub-Recipient is required to provide match for these expenditures.

WDFW shall not pay any amount beyond that approved for funding for the Project unless revised by written amendment of this Agreement. The contribution of funds towards this Project shall be as follows:

	<u>Dollar Amount</u>	<u>Percentage</u>
Federal Funds Obligated by Grant	\$216,815	68.1%
Match Obligated by Sub-Recipient (cash and/or in-kind)	\$ 101,562	31.9%

Total Project Amount

\$318,377

100%

RIGHTS AND OBLIGATIONS

All rights and obligations of the Parties are set forth in this Agreement, including all attachments to this Agreement, as follows:

- Attachment A: Notice of Federal Assistance Award
- Attachment B: Scope Change, Grant Amendment #4
- Attachment B-1: Scope Change Request, Grant Amendment #4
- Attachment C: General Provisions
- Attachment D: Special Provisions

Above Attachments are incorporated herein by reference as if fully set forth. Sub-Recipient acknowledges they had the opportunity to review the entire Agreement, including all Attachments, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in the Agreement. Furthermore, Sub-Recipient has read, fully understands, accepts and agrees to be bound by all requirements contained in this Agreement.

This Agreement is subject to WDFW's receipt of federal funds under the Grant and the terms and conditions set forth in this Agreement.

ASSIGNMENT

All references in this Agreement to Sub-Recipient are intended to refer to Sub-Recipient or its successor or assignee. Sub-Recipient shall not assign this Agreement without the prior written approval from WDFW. A successor assignee must qualify as a sub-recipient under applicable federal law.

AMENDMENTS

WDFW reserves the right to unilaterally amend the Grant, Agreement, and Attachments by prior written notification to the Sub-Recipient, for the purpose of insuring compliance with federal and/or state laws. Sub-Recipient reserves the right to terminate this Agreement upon receipt of written notification of such unilateral amendment(s) should such unilateral amendment(s) not meet Sub-Recipient's approval. All amendments to the Agreement and Attachments shall not be effective unless provided in writing and signed by the Parties.

PROJECT GRANT AGREEMENT REPRESENTATIVES

The below named representative for the Parties shall be the contact person for all communications and billings regarding the performance of this Agreement. All written communications regarding this Agreement shall be sent to the designated representative at the addresses listed below unless notified in writing of any change.

Sub-Recipient Representative:

Paula Harris, River & Flood Manager
Whatcom County Flood Control District
322 North Commercial Street, Suite 120
Bellingham, WA 98225
Phone: (360) 788-6230
Email: pharris@co.whatcom.wa.us

Pass-Through Entity Representative:

Michelle Burbidge, Acquisitions
Supervisor
Washington State Department of Fish and
Wildlife
Wildlife Program – Lands Division
Real Estate Services
600 Capitol Way North
PO Box 43158
Olympia, WA 98501-1091
Phone: (360) 902-8149
Email: michelle.burbidge@dfw.wa.gov

Parties may change their respective Representative at any time by giving written notice to the other party of the name and address of their new Representative.

DOCUMENTATION REQUIREMENTS

All invoices submitted for reimbursement by Sub-Recipient must have supporting documentation for allowable expenditures listed including supporting documentation for required match based on the percentage of split as outlined in this Agreement. Any and all discrepancies noted on submitted invoices between listed expenditures and supporting documentation must be resolved between WDFW and Sub-Recipient before payment is authorized.

ENTIRE AGREEMENT

This Agreement, along with all Attachments, constitutes the entire agreement of the Parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

EFFECTIVE DATE

This Agreement shall be effective as of August 23, 2018, the date of the Scope Change, Grant Amendment #4.

IN WITNESS WHEREOF, WDFW and the Sub-Recipient have signed this Agreement:

**WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT**

**WASHINGTON STATE DEPARTMENT
OF FISH AND WILDLIFE**

By: _____
Jack Louws

By: _____
Jeff Hugdahl

Title: Whatcom County Executive

Title: Contracts Officer

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

This ____ day of _____ 2019

This ____ day of _____ 2019

ROBERT W. FERGUSON
Washington State Attorney General

By:  _____

By: _____

Christopher Quinn, Civil Deputy Prosecutor
Whatcom County

Title: Assistant Attorney General
State of Washington



CAPS Cover Sheet

Attachment A

TITLE: Lower Nooksack River Conservation & Restoration Project		WDFW NUMBER: 12-1073
		CONTRACTOR CONTRACT# F13AP00048
PERIOD: 02/22/2012 to 12/31/2016	STATUS: Active	
CONTRACTOR: Fish & Wildlife Service US (Portland Office)	NUMBER OF AMENDMENTS: 0	
CONTRACTOR CONTACT: Heather Hollis (503) 231-6233	WDFW MANAGER: Dan Budd (360) 902-8149	
CONTRACT TYPE: Receivable, Grant	PROGRAM: Wildlife	
STAFF TYPE: WDFW	DIVISION: Lands	
PROJECT TYPE: Acquisition/Restoration	CFDA NUMBER: 15.614	
	AWARD NUMBER: C-92-L-1	
	RFQQ/RFQ/RFP/IFB NUMBER:	

SUMMARY PROJECT DESCRIPTION:

The Washington Department of Fish and Wildlife, in partnership with Whatcom County, and the Nooksack Salmon Enhancement Association, with support from the Lummi Nation and Nooksack Tribe seeks funding from the National Coastal Wetland Conservation Grant Program (NCWCG) to purchase and restore 100 acres of wetland and floodplain habitats along the Lower Nooksack River. This action advances critical elements of the Lower Nooksack River Conservation and Restoration Project, a multi-partner, multi year, effort focused on restoration of floodplain processes and habitats along the entire tidally-influenced reach of the Nooksack River in northwestern Washington State. The project also links with other estuary and wetland restoration efforts being undertaken by the Lummi Nation to restore habitat functions and process on extensive wetlands of Lummi Bay, the historic mouth of the Nooksack River.

INTERNAL CONTACTS:

<u>Name</u>	<u>Role</u>	<u>Work Phone</u>
Beth Stultz	Budget	(360) 902-2400
Dan Budd	Project Manager	(360) 902-8149
Dianna Neiswanger	Contract Staff	(360) 902-2438
June Skye	Assistant Project Manager	(360) 902-8148
Kathy Cody	Budget	(360) 902-8394
Lynn Needham	Accounts Receivable	(360) 664-4994
Steve Seymour	Lead Project Manager	(360) 676-2003
Susie Rathke	Budget	(360) 902-8141
Samantha Smithingell	Budget Approver	

From: D. Neiswanger
 Date: TO: Dan Budd: WP
 Steve Seymour: WP
 June Skye: WP
 Central Budget
 Lynn Needham: A/R

TITLE: Lower Nooksack River Conservation & Restoration Project

WDFW NUMBER:

12-1073

PROJECT BUDGET: OBJECT DETAIL

Rate Rule: Allow Indirect

Indirect Rate: 23.51%

Indirect amount calculated by CAPS

<u>Object</u>	<u>Sub Object</u>	<u>Direct</u>	<u>Indirect</u>	<u>Total Cost</u>
A-Salaries		\$18,000	\$4,232	\$22,232
B-Employee Benefits		\$6,120	\$1,439	\$7,559
C-Personal Service Contracts		\$39,000	\$9,169	\$48,169
E-Goods and Services		\$26,100	\$6,136	\$32,236
J-Capital Outlays	JE-Land	\$638,000	\$0	\$638,000
J-Capital Outlays	JK-Architectural & Engineering Services	\$11,085	\$0	\$11,085

Object Detail Total: \$759,281
Total: \$759,281

PROJECT BUDGET: ITEM DETAIL

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
General. federal share	1		\$759,281	\$759,281

Item Detail Total: \$759,281
Total: \$759,281

CURRENT FUNDING:

Funding

<u>Fund/Appropriation</u>	<u>\$ Type</u>	<u>Amount</u>	<u>%</u>
001-P00 GF-F Mitigation Projects/Dedicated Fundi	Federal	\$759,281	100.0%
Funding Total:		\$759,281	100.0%

Match

<u>Fund/Appropriation</u>	<u>\$ Type</u>	<u>Match</u>	<u>Amount</u>	<u>%</u>
N/A (Not Applicable)		DFW In Kind Support	\$12,060	3.4%
N/A (Not Applicable)		External In Kind Support	\$343,800	96.6%
Match Total:			\$355,860	100.0%
Project Total:			\$1,115,141	
Contract Required Split:			68.1 / 31.9	
Split, includes all Match:			68.1 / 31.9	
Split, includes cash match only:			100.0 / 0.0	

TITLE: Lower Nooksack River Conservation & Restoration Project

WDFW NUMBER: 12-1073

LINES OF CODING:

MI	Bien	Fund	Appn	%	PI	OI	AFRS Proi	Sub Proi	Start Date	End Date	Amount	AFRS Status
71293	11-13	001	P00	100.0	95293	4001	7172	00	02/22/12	12/31/16	\$759,281	Inactive

LOC Total: \$759,281

Total: \$759,281



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE 11th Avenue
Portland, Oregon 97232-4181



In Reply Refer To:
MBSP/WSFR

December 7, 2012

Dianna Neiswanger
Washington Department of Fish and Wildlife
600 Capitol Way N.
Olympia, Washington 98501-1091

Subject: Notice of Federal Assistance Award for **F13AP00048**

Dear Ms. Neiswanger:

The enclosed Application for Federal Assistance, **F13AP00048, Lower Nooksack River Conservation and Restoration Project**, is approved **effective February 22, 2012** with a total Federal share in the amount of **\$759,281**. The performance period of this award is **February 22, 2012 through December 31, 2016**.

ASAP Accounting Information: Use the following information to identify your award funds at: www.asap.gov.

F13AP00048-0001-0000	Coastal Wetlands	\$759,281
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Terms of Acceptance: Per www.doi.gov/pam/TermsandConditions.html, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable

2 CFR 25 - Central Contractor Registration and Data Universal Numbering System
2 CFR 170 - Reporting Subawards and Executive Compensation

2 CFR 1400 - Government wide Debarment and Suspension (Nonprocurement)
2 CFR 175 - Trafficking Victims Protection Act of 2000
43 CFR 12(A) - Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 12(E) - Buy American Requirements for Assistance Programs
43 CFR 12(C) - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
43 CFR 12(F) - Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations
43 CFR 43 - Government wide Requirements for a Drug-Free Workplace
43 CFR 18 - New Restrictions on Lobbying

Specials Conditions and Provisions:

Cost accounting is required at the grant level.

Annual Federal Financial Reports, SF-425, and Performance Reports will be due beginning June 29, 2013 and on that date every year until the completion of the grant. Final Reports will be due 90 days from the ending date of the grant. For further information regarding reporting requirements and sanctions please see the reporting guidance issued May 15, 2009 in the Federal Assistance Toolkit located at: <http://wsfiprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>.

Land Acquisition provisions apply.

The riparian restoration activities require additional environmental compliance (Endangered Species Act section 7 consultation, National Environmental Policy Act, National Historic Preservation Act section 106 consultation, and Tribal consultation) and are ineligible for reimbursement until the compliance, is completed and approved by this office.

The deed of purchased and/or match properties shall identify the Federal interest in the title of real property or a Notice of Federal Participation shall be recorded to further ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Title vesting evidence shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 43 CFR 12.71.

For the acquisition of a Conservation Easement (CE), the CE shall identify that the property is to be managed in perpetuity in a manner consistent with the goals and objectives of the grant and/or a Notice of Federal Participation shall be recorded, a baseline inventory shall be completed prior to closing, property management plans(s) shall be prepared, and Conservation Easement monitoring shall be conducted on an annual basis.

If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.

Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 43 CFR 12.65. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.

Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (Yellow Book). The Federal share of the acquisition will not be greater than the agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:

1. A state-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://www.usdoj.gov/enrd/land-ack/yb2001.pdf>. This must occur for the property or properties you plan to purchase or use as match.
2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A certified or licensed review appraiser must conduct the review appraisal. If you do not have access to a certified or licensed review appraiser the Division of Wildlife and Sport Fish Restoration (WSFR) can coordinate with the Office of Valuation Services (OVS) under the Department of Interior, National Business Center to conduct the review appraisal. Please be aware, however, that if OVS is asked to perform the review, they must write a statement of work and will provide a list of assignment-qualified appraisers from which to choose to perform the assignment. Also be aware that workload issues in the OVS may affect the timeliness of the appraisal coordination and review process.
3. The appraisal and review appraisal documents must be submitted to WSFR for review and approval before Federal funds can be used to purchase the land.

Once these three conditions have been met, we will notify you that the appraisal has been approved. Once approved, you may move forward with formal negotiations for acquiring the property evaluated in the review appraisal, according to the terms of the Grant.

Thank you for your interest and efforts in supporting conservation for fish and wildlife and their habitats. If you have any questions regarding the above steps, please contact me at 503-231-6128 or Heather Hollis at 503-231-6233.

Sincerely,



J. Frederick Caslick, Ph.D., Chief
Wildlife and Sport Fish Restoration Program

Enclosure

TAKE PRIDE[®]
IN AMERICA 

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

Lower Nooksack
WA-C-92-2-1

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 02/22/2012	Applicant Identifier
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier 12-1073
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier F13AP000048
5. APPLICANT INFORMATION			
Legal Name: State of Washington, Department of Fish and Wildlife		Organizational Unit: Department: Wildlife Program	
Organizational DUNS 80-888-3052		Division: Lands	
Address: Street: 600 Capitol Way N.		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: Stephen	
City: Olympia		Middle Name	
County: Thurston		Last Name Seymour	
State: WA Zip Code 98501-1091		Suffix:	
Country: USA		Email: stephen.seymour@dfw.wa.gov	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-1632572		Phone Number (give area code) (360) 676-2003 Fax Number (give area code)	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) revised 424 reflecting reduced award.		7. TYPE OF APPLICANT: (See back of form for Application Types) A. State Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-614 TITLE (Name of Program): National Coastal Wetland Grant		9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Whatcom County, Washington		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Lower Nooksack River Conservation and Restoration Project	
13. PROPOSED PROJECT Start Date: 02/01/2012 Ending Date: 12/31/2016		14. CONGRESSIONAL DISTRICTS OF: a. Applicant 3 b. Project 2nd	
15. ESTIMATED FUNDING: a. Federal \$ 759,281.00 b. Applicant \$ 12,060.00 c. State \$ 300,000.00 d. Local \$ 43,800.00 e. Other \$ f. Program Income \$ g. TOTAL \$ 1,115,141.00		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED. a. Authorized Representative Prefix Mr. First Name Lee Middle Name Last Name Rolle Suffix b. Title Chief Financial Officer c. Telephone Number (give area code) (360) 902-2424 d. Signature of Authorized Representative [Signature] e. Date Signed 2/22/12		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

RECEIVED

By Maggie Parker at 2:48 pm, Feb 22, 2012



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE 11th Avenue

Portland, Oregon 97232-4181



In Reply Refer to:
FWS/R1/WSFR

August 23, 2018

Jeff Hugdahl, Contracts and Purchasing Manager
Washington Department of Fish and Wildlife
600 Capitol Way N.
Olympia, Washington 98501-1091

DUNS: 808883052

Subject: Notice of Amendment to Grant Award for **F13AP00048, Amendment # 4**

Dear Mr. Hugdahl:

Your organization's application for Federal financial assistance amendment titled "**Lower Nooksack River Conservation and Restoration Project**" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.614 is approved effective August 21, 2018. This award is amended as follows: **scope change**.

The performance period of this award is **February 22, 2012** through **December 31, 2019**. Only allowable costs resulting from obligations incurred during the performance period and any authorized pre-award costs may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service at rlfa_grants@fws.gov before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below).

Payments:

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Terms of Acceptance:

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down funds, or

accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/>. If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

If Recipient decides to not accept this award, Recipient must notify the Service in writing within 30 calendar days of that decision.

Special Conditions and Provisions:

All conditions and provisions from the original grant award letter and any amendments remain in effect.

Administrative activities and land acquisitions may proceed. As a condition of award, the Recipient and any sub-recipient(s) must not begin any restoration work related to this award until a revised, refocused restoration scope has been approved in a subsequent revision and the Service has notified the Recipient in writing that such work can begin. Recipients and sub-recipients of Federal grants must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Reporting Requirements:

Report Title	Report Period:	Due Date
Interim Federal Financial Report (SF-425)	March 31, 2019	June 29, 2019
Interim Performance Report	March 31, 2019	June 29, 2019
Final Federal Financial Report (SF-425)	December 31, 2019	March 30, 2020
Final Performance Report	December 31, 2019	March 30, 2020

All Reports should be sent to rlfa_grants@fws.gov.

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at rlfa_grants@fws.gov identifying the type of report to

be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service no later than one day before the original reporting due date.

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.

Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Other Deliverables:

The deed of purchased and/or match properties shall identify the Federal interest in the title of real property or a Notice of Federal Participation (NOFP) shall be recorded to further ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Title vesting evidence shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 2 CFR 200.311.

For the acquisition of a Conservation Easement (CE), the CE shall identify that the property is to be managed in perpetuity in a manner consistent with the goals and objectives of the grant and/or a NOFP shall be recorded, a baseline inventory shall be completed prior to closing, property management plans(s) shall be prepared, and CE monitoring shall be conducted on an annual basis.

If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.

Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 2 CFR 2.307. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.

Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (Yellow Book). The Federal share of the acquisition will not be greater than the

agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:

1. A State-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://1.usa.gov/1HmvzGu>. This must occur for the property or properties you plan to purchase or use as match.
2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A State-certified or licensed review appraiser must conduct the review appraisal.
3. The appraisal and review appraisal documents must be submitted to WSFR for approval before Federal funds can be used to purchase the land.

Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures:

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil,

criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

Indirect Costs:

Indirect costs under this award are approved on the condition that the Recipient will submit an indirect cost rate proposal to their cognizant agency immediately after the award is made and no later than 90 calendar days past the award performance period start date. The Recipient is not authorized to charge indirect costs under this award until the Recipient has received, and provided a copy to our office at rlfa_grants@fws.gov, an approved Negotiated Indirect Cost Rate Agreement (NICRA) from the Federal government. In the event the Recipient fails to establish an approved rate before the end of the award performance period, the Service may either: 1) deobligate the Federal amount budgeted for indirect costs and, if not otherwise prohibited by legislation or regulation, allow the Recipient to use costs otherwise allocable as indirect costs to satisfy cost-sharing or matching requirements; or 2) allow the Recipient to transfer the amount otherwise allocable as indirect costs to direct costs. Service approval of such budget changes will depend on the particular award circumstance. Indirect costs otherwise allocable to this award may not be shifted to another Federal award unless specifically authorized by legislation. The Recipient must comply with the approved NICRA Agreement.

System for Award Management (SAM) Registration:

Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project Plan and Budget Amendments:

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

Grant Period Extensions:

If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at rlfa_grants@fws.gov. This notice must be received prior to the authorized performance period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the sole purpose of spending an unused balance of funds.

Project Contacts:

Service Project Officer for this award is:	Recipient Project Officer for this award is:
Chris Swenson (503) 231-6758 chris_swenson@fws.gov	Julie Sandberg (360) 902-8149 julie.sandberg@dfw.wa.gov

Please contact Chris Swenson with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Thank you for your interest and efforts in supporting conservation of fish and wildlife and their habitats.

Sincerely,



Digitally signed by
KATHERINE HOLLAR
Date: 2018.08.23
13:14:17 -07'00'

Kathy Hollar, Chief
Wildlife and Sport Fish Restoration Program

Enclosure

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☐ Application
☒ Changed/Corrected Application

* 2. Type of Application:

- ☐ New
☐ Continuation
☒ Revision

* If Revision, select appropriate letter(s):

E: Other (specify)

* Other (Specify):

Change in scope

* 3. Date Received:

08/21/2018

4. Applicant Identifier:

12-1073 amendment 4

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

F13AP00048 Amendment #4

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

State of Washington, Department of Fish and Wildlife

* b. Employer/Taxpayer Identification Number (EIN/TIN):

91-1632572

* c. Organizational DUNS:

8088830520000

d. Address:

* Street1:

PO Box 43135

Street2:

* City:

Olympia

County/Parish:

* State:

WA: Washington

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

98504-3135

e. Organizational Unit:

Department Name:

Wildlife Program

Division Name:

Real Estate Section

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Julie

Middle Name:

* Last Name:

Sandberg

Suffix:

Title: Real Estate Section Manager

Organizational Affiliation:

* Telephone Number: 360-902-8149

Fax Number:

* Email: julie.sandberg@dfw.wa.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Interior, Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.614

CFDA Title:

National Coastal Wetland Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lower Nooksack River Conservation and Restoration Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

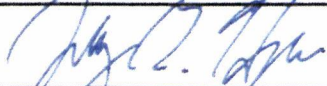
Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



State of Washington
Department of Fish and Wildlife

Mailing Address: 600 Capitol Way N, Olympia WA 98501-1091, (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building, 1111 Washington Street SE, Olympia WA

August 20, 2018

Chris Swenson
Wildlife and Sport Fishing Restoration Program
US Fish and Wildlife Service
911 NE 11th Ave
Portland, OR 97232

RE: Lower Nooksack River Conservation and Restoration Project #F13AP00048/C-92-L-1
Amendment Request to add Sigurdson parcel (No. 390232118298) to project scope,
Ptn. of SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, S32 T39N R2E, W.M. in Whatcom County, State of
Washington

Dear Mr Swenson:

The Washington State Department of Fish and Wildlife (WDFW) is requesting a scope amendment to add the 19-acre Sigurdson property for fee acquisition to the Lower Nooksack River Conservation and Restoration Project grant. These funds will be a pass-through to the Whatcom County Flood Control Zone District (WCFCZD). Timing is of the essence as the landowner is a willing and motivated seller.

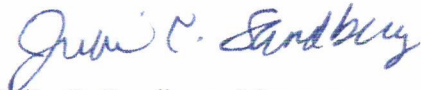
The objective of this grant is to purchase and restore 100 acres of wetlands and floodplain habitat along the Lower Nooksack River, advancing critical elements of the Lower Nooksack River Conservation and Restoration Project, a multi-year, multi-partner effort focused on restoration of floodplain processes and habitats along the entire tidally influenced reach of the Nooksack River in northwestern Washington State. The Sigurdson property meets the objectives of this grant and is a suitable replacement property acquisition given the WDFW's challenges in acquiring the original target parcels. Located along the right bank of the Nooksack River where it meets the Lummi (Red) River – the historical main channel of the Nooksack River – the 19-acre property has a total wetland coverage area of 34%, including 5.98 acres of freshwater forested/shrub wetlands and .94 acres of riverine habitat. It therefore provides restoration as well as species conservation opportunities similar to the parcels originally proposed (see Attachment 1).

Enclosed are maps (Attachment 2) showing the subject property and its location within the original grant project area. If the Sigurdson property is included in the grant, this acquisition would increase the amount of land acquired in perpetuity for restoration and managed by WCFVZD under this grant from just over 27 to 46 acres, resulting in 65% wetland or riverine habitat coverage.

C. Swensen
August 20, 2018
Page 2 of 2

Please contact Michelle Sadlier, Land Acquisition Grants Manager at 360.902.8148 if you have any questions or need additional information. Thank you in advance for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "Julie C. Sandberg". The signature is fluid and cursive, with the first name "Julie" being more prominent.

Julie C. Sandberg, Manager
Real Estate Services

Enclosures

cc: Cynthia Wilkerson
Robert Cannon
Joel Ingram
Michelle Sadlier

Attachment 1: Species Tables for Proposed Sigurdson Acquisition
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)

Species	Scientific Name	Status**	Documented Presence	Project Benefits	Does the project support goals of Recovery Plan or HCP?
S.F. Spring Chinook Salmon	<i>Oncorhynchus tshawytscha</i>	FT Tier 1 Population	Yes	Project restores riparian conditions along river edge providing improved adult and juvenile cover, channel roughness, LWD, terrestrial insect source for juvenile food, water quality protection.	<u>WRIA Salmon Recovery Plan</u> (LNR,NNR 2005) 5.1.6.16 Estuary 10-year actions
N.F Spring Chinook Salmon	<i>Oncorhynchus tshawytscha</i>	SC FT Tier 1 Population Note: SC			<u>Puget Sound Chinook Recovery Plan</u> : Address four of the ten action items of plan, Estuaries, Floodplain, Riparian and Water Quality.
Puget Sound Steelhead Trout	<i>O. mykiss</i>	FT Puget Sound Steelhead DPS SC	Yes		Puget Sound Steelhead Recovery Plan under development by WDFW & Treaty Tribes. Likely will incorporate most of the habitat actions identified in WRIA 1 & Puget Sound chinook recovery plans.
Coastal Puget Sound Bull Trout DPS	<i>Salvelinus confluentis</i>	FT Coastal/PS Distinct Population	Yes	Same as above	<u>WRIA Salmon Recovery Plan</u> Draft Recovery Plan for the Coastal-Puget Sound bull trout, recovery actions 1.2.4&1.2.3
Coho Salmon	<i>Oncorhynchus kisutch</i>	FCo Pgt Snd Georgia Strait ESU	yes	Same as above Improved access to slough habitats important overwinter habitat for coho.	WRIA Salmon Recovery Plan (LNR,NNR 2005) 5.1.6.16 Estuary 10-year actions.
River lamprey	<i>Lampetra ayresi</i>	FCo	yes	Project restores riparian conditions along river edge providing improved adult and juvenile cover, channel roughness, LWD, water quality protection	
Western brook lamprey	<i>L richardsoni</i>				
Pacific lamprey	<i>L tridentata</i>				
Peregrine Falcon,	<i>Falco peregrinus</i>	FCo SS	yes	Restored riparian and wetland habitats will improve prey species abundance (e.g., shorebirds, waterbirds, small mammals, fish)	Washington Department of Fish and Wildlife (2004) Management recommendations for Washington's Priority Species – Volume IV: Birds
Bald Eagle	<i>Haliaeetus leucocephalus</i>	FCo, remains on WA State Listed species ST	Yes	Restored riparian and wetland habitats will improve prey species abundance future nesting, perching, roosting and screening (from disturbance) habitats.	Washington State Status Report for the Bald Eagle (2001)
Willow Flycatcher	<i>Empidonax traill</i>	FCo	yes	Protects breeding habitat	Migratory Bird Act

****STATUS:**

FT = Federally Threaten Endangered

ST=State Threatened

FC = Fed Candidate

FCo=Federal Species of Concern

SE= State Engangered

SC=State Candidate

SS=State Sensitive

Designation has changed since the original Grant. Bald Eagle and Peregrine Falcon currently has no WA State protection priority.

Attachment 1: Species Tables for Proposed Sigurdson Acquisition
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)

Species Present in the Project Area
Identified as Priority Species by the Washington Department of Fish and Wildlife

Common Name	Scientific Name	Status	Documented Presence	Project Benefits
Common loon	<i>Gavia immer</i>	State Sensitive	yes	Habitat Protection
Western grebe	<i>Aechmophorus occidentalis</i>	State Candidate	yes	Habitat Protection
<i>Merlin (nesting)++</i>	<i>Falco columbarius</i>	<i>State Candidate</i>	<i>yes</i>	<i>Habitat Protection</i>
Vaux's swift	<i>Chaetura vauxi</i>	State Candidate	yes	Habitat Protection
Pileated woodpecker	<i>Dryocopus pileatus</i>	State Candidate	yes	Habitat Protection
Barrow's goldeneye	<i>Bucephala islandica</i>	Priority Species	yes	Habitat Protection
Common goldeneye	<i>Bucephala clangula</i>	Priority species	yes	Habitat Protection
Bufflehead	<i>Bucephala albeola</i>	Priority species	yes	Habitat Protection
Snow goose	<i>Chen caerulescens</i>	Priority species	yes	Habitat Protection
Trumpeter swan	<i>Cygnus buccinator</i>	Priority species	yes	Habitat Protection
Tundra swan	<i>Cygnus columbianus</i>	Priority species	yes	Habitat Protection
Great blue heron (breeding)	<i>Ardea herodias</i>	Priority Species	yes	Habitat Protection
Band tailed pigeon	<i>Columba fasciata</i>	Priority species	yes	Habitat Protection
'Waterfowl concentrations'	<i>Anatidae sp.</i>	Priority species	yes	Habitat Protection

++Merlin Falcon no longer listed as State Candidate

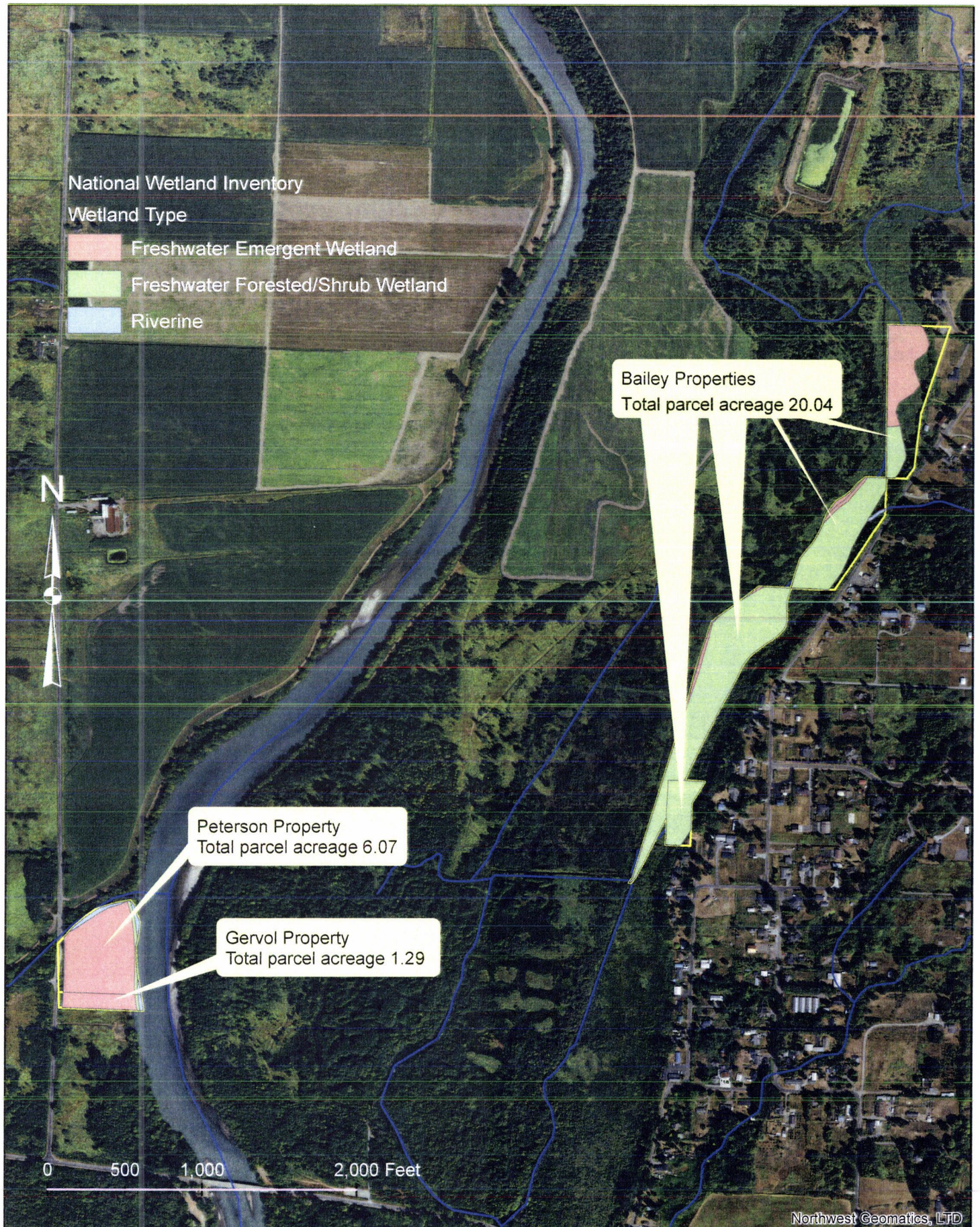
Attachment 1: Species Tables for Proposed Sigurdson Acquisition
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)

Birds Observed at the Tenant Lake Wildlife Area

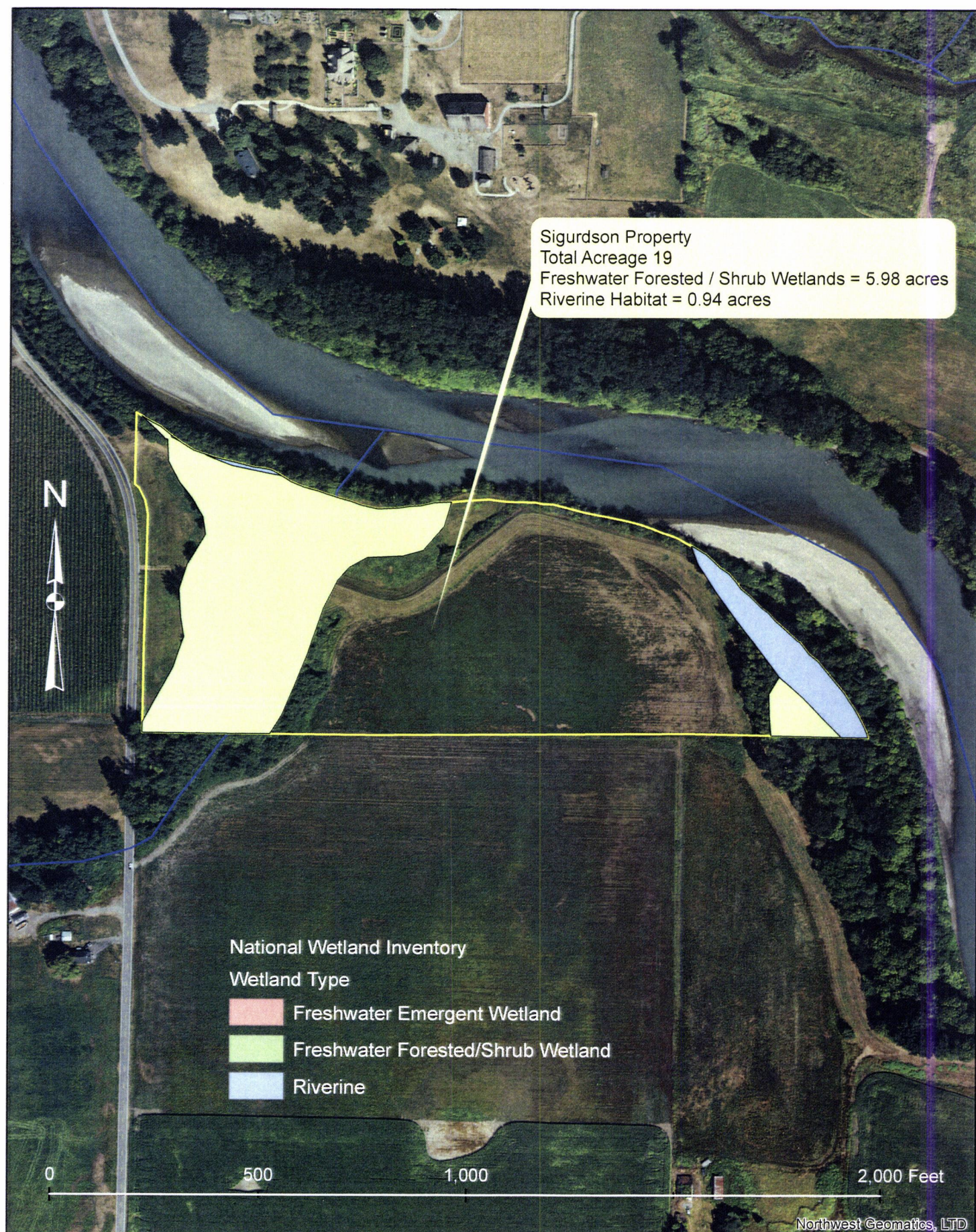
(located in Lower Nooksack River Project action area approximately one mile north of the 140 acres targeted for acquisition)

Family	# of species	Family	# of species	Family	# of species
Shorebirds	8	swifts	2	Grosbeak/finch/sparrow	15
Grebe	4	Flicker/woodpecker	5	Waxwing	1
Hérons	4	Swallows	5	Shrike	1
Swans/geese	4	Jay/crows	3	Starling	1
Ducks	22	Chickadee/bushtit	3		
Vulture	1	Wren	4		
Hawks	7	Robin/thrush	5		
Falcons	3	Kinglet	2		
Gulls/terns	8	Warblers	10		
Pigeon/doves	3	Meadowlark/Blackbirds	6		
Owls	7	Tanager	1		

Attachment 2: Analysis of Wetland Coverage Areas of Previous Acquisitions
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)



Analysis of Wetland Coverage Areas of New Proposed Acquisition under USFWS Grant F13AP00048, Sigurdson Property



ATTACHMENT C

GENERAL PROVISIONS

Section 1: Headings

Headings used in this document are for reference purposes only and shall not be considered a substantive part of the General Provisions.

Section 2: Responsibility for the Property

Sub-Recipient was accepted for the Sub-Award because of its unique qualifications to acquire and manage the Property. Sub-Recipient may convey the Property to another entity on condition that the entity is an eligible sub-recipient under applicable federal law and Sub-Recipient has obtained the prior written consent to the conveyance from WDFW, which shall not be unreasonably withheld. In performing this Agreement, Sub-Recipient may utilize, without prior approval of WDFW, the personnel and services of another non-profit entity that has a substantially similar purpose, as if it was an integral part of Sub-Recipient.

Section 3: Independent Capacity of Sub-Recipient

Sub-Recipient and its employees or agents performing under the Agreement are not employees or agents of WDFW. Sub-Recipient will not hold itself out as, nor claim to be, an officer or employee of WDFW or of the State of Washington, nor will Sub-Recipient make any claim of right, privilege, or benefit which would accrue to a state employee under federal or state laws. Sub-Recipient is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state and/or local laws.

Section 4: Compliance with Applicable Laws

Sub-Recipient agrees to comply with all applicable federal, state, and local laws, rules, regulations and policies. In particular, Sub-Recipient will comply with all applicable provisions of 2 C.F.R. Subtitle A, Chapter II, Part 200, Office of Management and Budget (OMB) Circulars A-110 and A-133, and all other laws, rules, regulations and policies applicable to the Grant.

Section 5: Financial Management

Sub-Recipient shall maintain complete and accurate records of its actual costs incurred pursuant to this Sub-Award. Costs must be shown in books or records (e.g., a disbursement ledger or journal), and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document. Sub-Recipient shall retain such records as required under Section 9. Expenditures not documented, and expenditures not allowed under the Agreement or otherwise authorized by WDFW shall be borne by Sub-Recipient.

Sub-Recipient shall immediately notify DNR in writing of any suspected misconduct or malfeasance by Sub-Recipient violating this Agreement. Sub-Recipient's financial management systems must meet the applicable standards of 2 CFR § 200.302.

Section 6: Compensation and Reimbursement for Expenditures

WDFW shall reimburse Sub-Recipient for its expenses that are deemed allowable costs in accordance with the Grant and this Agreement. Allowable costs under this Agreement are the authorized acquisition related expenditures and other related costs incurred by Sub-Recipient in performing the services set forth in the Special Provisions, Exhibit D, during the Performance Period and that do not exceed the total amount of the Sub-Award Amount. WDFW may withhold reimbursement if Sub-Recipient has failed to comply in any material respect with any part of this Agreement, General Provisions, Special Provisions, Attachments, and/or any applicable federal, state, or local laws. Allowable costs will be reimbursed only after WDFW has received properly submitted invoices that comply with Section 18: Billing and Reimbursement Procedures.

Sub-Recipient shall report in writing to WDFW any problems, delays, or adverse conditions that will materially affect its ability to meet Grant objectives or time schedules. A statement of the action taken or proposed and any assistance needed from WDFW to resolve the situation shall accompany this disclosure.

Section 8: Recovery of Payments

In the event that Sub-Recipient fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, WDFW reserves the right to recover any Sub-Award funds WDFW has contributed under the Grant in the amount equivalent to the extent of noncompliance.

Sub-Recipient shall reimburse WDFW for any overpayment or erroneous payments made by WDFW to Sub-Recipient under this Agreement. Repayment by Sub-Recipient of such funds to WDFW under this recovery provision shall occur within one hundred eighty (180) days of receipt of a demand from WDFW. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

Section 9: Records Maintenance/Audit

Sub-Recipient shall retain all financial and programmatic records, supporting documents, statistical records, and all other Sub-Recipient records pertinent to this Agreement for a period of three (3) years following the date of final payment. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When records are transferred to or maintained by WDFW, the three (3) year retention period is not applicable to Sub-Recipient.

At no additional cost, these records, including documents generated under the Agreement, shall be subject at all reasonable times to inspection, review, or audit, by WDFW, the Office of the Washington State Auditor, or other state officials so authorized by law, regulation, or agreement.

Section 10: Enforcement

In the event of non-compliance with any of the terms or conditions of the Agreement by Sub-Recipient, WDFW may elect to exercise any or all remedies available to it under the Agreement, or any other provision of law. This shall include, but not be limited to, specific performance, temporarily withholding cash payments pending correction of a deficiency, disallowing all or part of the costs of the activity or action that is not in compliance with the terms and conditions of the Agreement, and wholly or partly suspending or terminating the Agreement. As a funding source to WDFW for the Agreement, USFWS is a third-party beneficiary to the Agreement. In that capacity, USFWS may elect to exercise any or all remedies against Sub-Recipient subject to prior coordination with and authorization of WDFW and consistent with the Agreement and federal law.

Section 11: Application Representations - Misrepresentation or Inaccuracy a Breach

USFWS awarded Grant to WDFW for Sub-Recipient's use for the Project as submitted under the Notice of Federal Assistance Award (Attachment A) and as amended in Scope Change, Grant Amendment #4 (Attachment B) and Scope Change Request, Grant Amendment #4 (Attachment B-1). WDFW relies upon Sub-Recipient's determination as to Sub-Recipient's eligibility and selection for, and scope of, this Agreement. Any material misrepresentation, error, or inaccuracy in any part of the application may be deemed a breach of this Agreement and could result in termination of the Agreement.

Section 12: Waiver

Enforcement of the terms of this Agreement shall be at the discretion of WDFW. Any forbearance by WDFW to exercise its rights under this Agreement in the event of breach of any term by Sub-Recipient shall not be deemed a waiver by WDFW of such term or of any subsequent breach of the same or any other term of this Agreement or of any of the rights of WDFW under this Agreement. No delay or omission by WDFW in exercising its rights shall impair such right or remedy or be construed as a waiver.

Section 13: Dispute Resolution

If a dispute arises out of a breach of this Agreement and the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. If the Parties agree to engage in mediating a dispute, they shall each pay fifty percent (50%) of any costs incurred for this service. In the event either Party retains an attorney to bring suit or seek alternative dispute resolution to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees whether or not such matter proceeds to judgment.

Section 14: Hold Harmless

Sub-Recipient hereby releases and agrees to hold harmless, indemnify, and defend WDFW and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against any and all liabilities, penalties, fines, charges, costs (including reasonable attorney's fees), losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including injury to or death of any person, or physical damage to any property, arising out of or resulting from breach of the Agreement by Sub-Recipient or any act or omission of Sub-Recipient, its employees, agents, contractors, or licensees and guests on the Property, including the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Model Toxics Control Act, except to the extent due to the negligent acts or omissions of the indemnified parties.

Section 15: Order of Precedence

This Agreement is entered into under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order: (1) applicable federal and state statutes and regulations; (2) the Special Provisions; (3) the General Provisions; (4) the Agreement; and, (5) any other attachments or provisions incorporated by reference or otherwise stated in the Agreement.

Section 16: Governing Law/Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. Sub-Recipient, by execution of the Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

Section 17: Severability

If any provision of this Agreement or any provision of any document incorporated by reference, or the application thereof to any circumstance, person or place, shall be held by a court or other tribunal of competent jurisdiction to be invalid, unenforceable or void, then such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or such provisions as applied to other circumstances, persons or places, and to this end the provisions of this Agreement are declared to be severable so as to effect the intent of the Parties to this Agreement to the fullest extent possible.

Section 18: Billing and Reimbursement Procedures

Sub-recipient understands that the purchase price of the property shall not be reimbursed by WDFW prior to receipt of documentation of sale, but funds may be requested to be transferred directly into escrow to go towards the property closing costs and/or reimbursement of the approved invoice for a Phase I environmental site assessment. Closing costs could include the purchase

price, real estate excise tax and buyer's share of closing costs. Funds must be requested at least two weeks in advance of the estimated closing date and are contingent upon completion of all required forms and documentation as required by WDFW. If Sub-Recipient submits invoices to WDFW for reimbursement for allowable expenses incurred under the Agreement and required match, the invoices shall contain the following information:

1. The Project Grant Pass-Through Agreement Number on the invoice cover sheet.
2. The Federal Grant Award Number and Project Name.
3. The names, titles, pay rate, benefit rate and hours worked by any employee on a specific Project related activity.
4. The specific date(s) on which the work was performed.
5. A succinct description of the work performed by the person doing the work.
6. Documentation and justification of the work performed that establishes how the work supported the purpose of the Project.
7. Copies of invoices from contractors including the same information as that required for the Sub-Recipient.
8. Documentation of other pertinent Project related activities such as costs of travel mileage, gas, parking, mailings, tele-conferencing, reproduction, printing, etc.
9. Proof of funds transmittal (such as wire confirmations or checks) for payment of closing costs or other specific transaction activities.

Invoices shall be prepared and submitted on a quarterly basis. Invoices may not be submitted if they have accumulated for more than six (6) months (two consecutive quarters) during the Performance Period. Any invoice submitted more than six (6) months (two consecutive quarters) after the cost is incurred, either prior to or during the Performance Period, will be denied unless there is good cause for the late submission. Sub-Recipient may submit final invoices up to ten (10) business days after the end date of the Performance Period.

Sub-Recipient shall ensure that all expenditures are incurred in full compliance with Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations) or A-87 (Cost Principles for State, Local and Indian Tribal Governments), and meet the audit requirements of OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Disallowed costs found during the retention period of this Agreement shall be promptly refunded to WDFW.

Section 19: Audit Requirements

Sub-Recipient is required to have an audit based on guidelines in OMB Circular A-133. The audit becomes part of the reporting package that is required to be submitted to the Federal clearinghouse. If there are audit findings or questioned costs associated with this Agreement, a copy of the reporting package is also to be submitted to WDFW within thirty (30) days of the completed audit. If there are no audit findings or questioned costs the Sub-Recipient may provide WDFW with either the reporting package or written notification that an audit was conducted and that there were no findings or questioned costs within thirty (30) days of the completed audit.

Section 20: Debarment Certification and Compliance

By execution of this Agreement, Sub-Recipient certifies to WDFW that it is not delinquent on any federal debt pursuant to OMB Circular A-129, and that it is not or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency pursuant to government-wide regulations (E.O.'s 12549 and 12689). In addition, by execution of this Agreement, Sub-Recipient certifies it will comply with the Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), as amended. Violations will be reported to WDFW, the USFWS, and the Regional Office of EPA. If Sub-Recipient cannot certify this statement, attach a written explanation for review by WDFW.

Section 21: Counterparts

This Agreement may be executed in counterparts with like effect as if all signatures appeared on a single copy.

ATTACHMENT D

SPECIAL PROVISIONS

WDFW Agrees to:

- A. Serve as the recipient of the Grant and coordinate a Project Grant Pass-Through Agreement to Sub-Recipient, make application for reimbursement with USFWS under the Grant, and receive Grant funds for the Project in an amount not to exceed \$216,815.00 (Two Hundred Sixteen Thousand Eight Hundred Fifteen U.S. Dollars).
- B. Provide Sub-Award Amount to Sub-Recipient subject to availability, for the acquisition of Property and for all approved and properly invoiced reimbursement charges specific to Project, limited to purchase price, closing costs, real estate excise tax and/or Phase I Environmental Site Assessment..
- C. Make timely payments to Sub-Recipient for all eligible reimbursements or deposits into Escrow, in accordance with the terms outlined in **Section 18: Billing and Reimbursement Procedures, of the General Provisions** (Attachment C).
- D. Review all acquisition documents, protective covenants required by Grant, escrow instructions, etc. associated with the acquisition of the Property.

Sub-Recipient Agrees to:

- A. Acquire ownership of the Property in accordance with the terms and conditions of the Agreement.
- B. Furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the Purpose of the Agreement as set forth in the Agreement.
- C. Facilitate the acquisition of the Property, including without limitation, managing communications with the landowner and performing all due diligence.
- D. Consult with WDFW on the preparation of all acquisition documents, protective covenants required by Grant, escrow instructions, etc. and comply with all applicable terms and conditions therein.

- E. Provide in-kind match approved by USFWS valued at least 31.9% of the Total Project Amount, for the Property acquired and any project related expenses (incurred by either Party) whether or not the Property is acquired.

Special Conditions

The following conditions are specifically applicable to the acquisition of real property using federal funds; other conditions may also apply.

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Government-wide regulations implementing this Act as published by the U.S. Department of Transportation in 49 CFR Part 24.
- B. The purpose for which the Property will be used is a determinant of whether other conditions will apply. The following are examples of these conditions, which should be taken into consideration prior to the acquisition.
 - 1. If construction is anticipated in a floodplain or wetland, then Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands) will apply.
 - 2. If the site has known or potential cultural or historic importance, the National Historic Preservation Act of 1966 will apply.
 - 3. If the site contains, or the proposed use may impact, endangered species, Section 7 of the Endangered Species Act will apply.
 - 4. If the intended use of the Property is anticipated to trigger the development of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), the EA or EIS will apply to the acquisition.
- C. Lands or waters may not be acquired for the purpose of mitigating fish or wildlife habitat losses, where the obligation to mitigate is incurred by another federal or state agency.
- D. Sub-Recipient issued news releases or other publications referring to the acquisition of the Property shall acknowledge that funding was made possible through the USFWS and WDFW. Sub-Recipient shall send two copies of such publications to WDFW with a transmittal that identifies the sender and the publication.
- E. Unless waived by WDFW, WDFW and the USFWS have the non-exclusive right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use the data.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-559

File ID:	AB2019-559	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a grant amendment between the Whatcom County Flood Control Zone District and the Washington State Military Department to supplement the grant scope and budget in the amount of \$169,613 for a total amended grant amount of \$512,350 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Gary Stoyka, Natural Resources Program Manager *GS*
Paula J. Cooper, P.E., River and Flood Manager *PJC*

RE: Hazard Mitigation Grant Agreement Amendment for Acquisition of
Flood-Prone Properties in Marietta

DATE: October 22, 2019

Enclosed are two (2) originals of a Hazard Mitigation Grant Program (HMGP) grant amendment between the Whatcom County Flood Control Zone District (FCZD) and the Washington State Military Department for your review and signature.

▪ Background and Purpose

The Lower Nooksack River Comprehensive Flood Hazard Management Plan, adopted in 1999 by the FCZD Board of Supervisors, recommends acquisition of flood-prone properties in Marietta as they become available. This Hazard Mitigation Grant Program agreement provides for state and federal funding for voluntary acquisition of six flood-prone residential properties in Marietta and the removal of all associated structures. One property proposed for acquisition under this grant was a former gas station and the granting agency requires that we demonstrate that the site is not contaminated before funding will be released to purchase the property. An environmental site assessment of the site revealed that gas tanks still exist on the property but soil samples collected next to the tank were not contaminated; the tanks must be removed before the grant funding can be used to purchase the property. This grant amendment allows for additional time to remove the gas tanks and to test the soil under the tanks to confirm the property is not contaminated. The grant funding will then be used to purchase the property and remove the structures. In accordance with FEMA requirements, deed restrictions will be placed on the properties to ensure the property remains in open space in perpetuity. The grant provides for the reimbursement of \$87.5% of the acquisition and demolition cost.

▪ Funding Amount and Source

Total funding for this project is \$512,350. The budget for first phase of the grant was \$342,737 for acquisition of five properties. This amendment provides funding for the second phase of the project to complete acquisition and restoration of the final property included in the grant. FEMA provides reimbursement for 75% of eligible costs and the State Military Department provides an additional 12.5%, for a net FCZD expenditure of \$64,044. This project is included in the 2019 Flood Control Zone District budget. Please contact Paula Harris at extension 6285 if you have any questions or concerns regarding the terms of this agreement.

Encl.

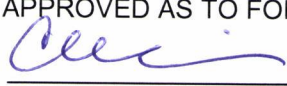
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	River and Flood - 907545
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	WA State Military Department
Is this a New Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201703004	
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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): D16-0174 CFDA#: 97.039 HMGP	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): 201703004	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 716002	
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 type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 342,737.00 This Amendment Amount: \$ 169,613.00 Total Amended Amount: \$ 512,350.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
This amendment supplements the grant scope and budget to include acquisition and restoration of the sixth and final property included in the original grant proposal.	
Term of Contract: November 19, 2019 Expiration Date: November 19, 2020	

Contract Routing:	1. Prepared by: Paula Harris	Date: 10-22-2019
	2. Attorney signoff: KNF	Date: 10-23-19
	3. AS Finance reviewed: M. Caldwell	Date: 10-22-2019
	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:

Washington State Military Department AMENDMENT

1. SUB-GRANTEE NAME/ADDRESS: Whatcom County Flood Control Zone District 322 N. Commercial St., Suite 120 Bellingham, WA 98225		2. GRANT AGREEMENT NUMBER: D16-014	3. AMENDMENT NUMBER: B
4. SUB-GRANTEE CONTACT, PHONE/EMAIL: Paula J. Harris, P.E. River & Flood Manager 360-778-6285 pharris@co.whatcom.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Tim Cook WA State Hazard Mitigation Officer 253-512-7072 tim.cook@mil.wa.gov	
6. TIN or SSN: 91-6001383	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.039 HMGP	8. FUNDING SOURCE NAME/AGREEMENT #: FEMA DR-5109-2-R	
9. FUNDING AUTHORITY: Washington State Military Department (WMD) and Federal Emergency Management Agency (FEMA)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: Changes are noted in strikethrough and grey highlight. <ul style="list-style-type: none"> This Amendment is pending approval of Phase 2 - FEMA award letter. The Period of Performance (POP) has been approved and extended by FEMA, from November 19, 2019, to November 19, 2020. The Hazard Mitigation Program Coordinator changed. Phase 2 of this project has been awarded by FEMA, expanding the Scope of Work (SOW) and budget. The <u>Artuner property at 1855 Marine Drive</u> is being added to the grant scope as Phase 2. 			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> 1. Change the Grant End Date from November 19, 2019 to November 19, 2020; as described on Page 2 of this Amendment. 2. Change the Grant Agreement Period End Date from November 19, 2019 to November 19, 2020, as described on Page 2 of the Amendment. 3. Change the Military Department Key Personnel from Dave Spicer to Tammi Garofalo, as described on Page 2 of this Amendment. 4. Append the Statement of Work And/Or Description of Project, Attachment 3, to include the Phase 2 Statement of Work And/Or Description of Project, Attachment 3, attached to this amendment. 5. Replace the Original Project Development Schedule, Exhibit D, with the Revised Project Development Schedule, Exhibit D, attached to this amendment. 6. Append the Project Budget, Attachment 5, to include the Phase 2 Project Budget, Attachment 5. 			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz Assistant Attorney General	Date 7/30/2018	Signature Jack Louws Whatcom County Executive for the Whatcom County Flood Control Zone District Board of Supervisors APPROVED AS TO FORM (if applicable): 	Date Applicant's Legal Review

**Washington State Military Department
Amendments to Contract D16-014**

1. **Change the Grant End Date from November 19, 2019 to November 19, 2020.**
 - a. At Agreement Face Sheet at Box 6.
2. **Change the end of the Grant Agreement Period from November 19, 2019 to November 19, 2020, as described on Page 2 of the Amendment.**
 - a. At Article II – ADMINISTRATIVE REQUIREMENTS, A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS, 3. GRANT AGREEMENT PERIOD "... after the obligation of federal funds on ~~TBD~~ and shall terminate on November 18, 2019." is **to be replaced with** "... after the obligation of federal funds on March 27, 2017 and shall terminate on November 19, 2020."
3. **Change Military Department Key Personnel, Dave Spicer, with Tammi Garofalo.**
 - a. At Article I – KEY PERSONNEL, "... Dave Spicer" is **to be replaced with** "... Tammi Garofalo"; "... David.spicer@mil.wa.gov" is to be replaced with "... Tammi.Garofalo@mil.wa.gov"; "... (253) 512-7082" is **to be replaced with** "... (253) 512-7070".
4. **Append the Statement of Work and/or Description of Project, Attachment 3 to include the Phase 2 Statement of Work and/or Description of Project, Attachment 3.**
5. **Replace Project Development Schedule, Attachment 4 with Revised Project Development Schedule, Attachment 4.**
6. **Append the Project Budget to include the Phase 2 Project Budget, Attachment 5.**

REVISED - STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUB-RECIPIENT: Whatcom County Flood Control Zone District
 PROJECT TITLE: Marietta Acquisition – Phase 2

The goal of the project is to remove people and property from an area that is subject to frequent inundation and significant flood damages. Deed restrictions will be applied to all acquired properties, per 44 CFR Part 80 to prohibit future redevelopment ensuring future flood damages and flood insurance claims will not occur on the properties.

The activities covered under this amended contract include a Scope of Work modification, which includes the acquisition of the 6th property; demolition of structures and removal of infrastructure on these sites, and restoration of sites to a natural state in perpetuity. The Artuner property at 1855 Marine Drive property is being added to the grant scope as Phase 2.

The primary properties to be acquired in this Phase are:

- 1855 Marine Drive, Bellingham, WA 98225
 - Parcel ID#: 380217354518
 - Parcel ID#: 380217352521
 - Parcel ID#: 380217350523

The project involves conducting and completing the following key elements:

- Transferring property titles and applying the required Open Space deed restriction;
- Demolishing all existing structures, decommissioning all existing utilities, and removing all waste and hazards, etc.; and
- Site restoration work, including revegetation, and vehicular access restrictions, as needed.

REVISED - PROJECT DEVELOPMENT SCHEDULE

SUB-RECIPIENT: Whatcom County Flood Control Zone District
PROJECT TITLE: Marietta Acquisition – Phase 2

DESCRIPTION OF ACTIVITY/TASKS	ESTIMATED SCHEDULED COMPLETION DATES
Appraisals	2 months
Negotiate purchase agreements	24 months
Archaeological reviews	1 months
Hazmat assessments	4 months
Closing / Final Purchases	6 months
Demolition bid & award	2 months
Demolition	3 months 9 months
Site restoration	3 months 9 months
Total Time Required to Complete This Project:	36 months 48 months
<p>The above completion dates are estimates only and subject to change based upon actual work condition. Schedule revisions will be communicated promptly to EMD. This attachment may be updated as needed.</p>	
<p>Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.</p>	<p>April 15, 2017; July 15, 2017; October 15, 2017; January 15, 2018; April 15, 2018; July 15, 2018 October 15, 2018 January 15, 2019; April 15, 2019; July 15, 2019 October 15, 2019 January 15, 2020; April 15, 2020; July 15, 2020 October 15, 2020 January 15, 2021 (Final Report)</p>

REVISED - PROJECT BUDGET
The budget is supplemented with the following:

<i>APPROVED BUDGET CATEGORY</i>	<i>ESTIMATED COST</i>
Admin costs, legal expenses, etc.	\$46,000—\$10,850.00
Land, structures, ROW, appraisals	\$154,737 \$117,263.00
Project inspection fees	\$26,000 \$14,000.00
Site work	\$13,000 \$2,500.00
Demolition and Removal	\$75,000 \$25,000.00
Pre-Award Costs	\$27,500 \$0.00
TOTAL:	\$342,737.00 \$169,613.00

The total revised budget amount for Phases 1 and 2 is \$512,350.00

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each reimbursement (form A-19). Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and a reimbursement request (form A-19), Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-535

File ID:	AB2019-535	Version:	1	Status:	Agenda Ready
File Created:	10/14/2019	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for partial funding of maintenance and operations of the Crisis Triage Facility, in the amount of \$59,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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MEMORANDUM

TO: Jack Louws, County Executive

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

RE: City of Bellingham – Crisis Triage Facility Operation & Maintenance

DATE: October 8, 2019

Enclosed are two (2) originals of a contract between Whatcom County and the City of Bellingham for your review and signature.

▪ **Background and Purpose**

This contract provides funding for all aspects of the ongoing maintenance and operation of the Crisis Triage Facility. Whatcom County leases the facility located at 2030 Division Street in Bellingham, to a treatment provider who offers behavioral health treatment on site, 24 hours daily, seven days weekly. Services provided at this facility are intended to assist adults who are experiencing a behavioral health crisis and who can be managed successfully in this setting. These services are also intended to divert individuals when appropriate, from hospital utilization, arrest, or incarceration.

▪ **Funding Amount and Source**

This contract provides partial funding in the amount of \$59,000 for all aspects of the ongoing maintenance and operation of the Crisis Triage Facility. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 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 / 855020 Mental Health
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ 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: _____

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):

\$ 59,000

This Amendment Amount:

\$

Total Amended Amount:

\$

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: Under this agreement, the Contractor provides funding for ongoing maintenance and operation of the Crisis Triage Facility located at 2030 Division Street in Bellingham.

Term of Contract:	1 Year	Expiration Date:	12/31/2020
Contract Routing:	1. Prepared by: JT	Date:	10/08/2019
	2. Health Budget Approval:	Date:	
	3. Attorney signoff:	Date:	10-10-19
	4. AS Finance reviewed:	Date:	10/14/19
	5. IT reviewed (if IT related):	Date:	
	6. Contractor signed:	Date:	
	7. Submitted to Exec.:	Date:	
	8. Council approved (if necessary):	Date:	
	9. Executive signed:	Date:	
	10. Original to Council:	Date:	

**INTERLOCAL FINANCIAL ASSISTANCE AGREEMENT FOR
CRISIS INTERVENTION SERVICES
CITY OF BELLINGHAM - WHATCOM COUNTY**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices at 210 Lottie Street, Bellingham, Washington 98225, and **WHATCOM COUNTY**, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the "Recipient"), located at 509 Girard Street, Bellingham, Washington 98225, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE.** This Agreement sets out the terms of financial assistance provided by the City to the Recipient to assist the latter in providing programs and services that address alcoholism and other drug addictions as further detailed in Exhibit A "Scope of Work", attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2020 through December 31, 2020.
3. **LIAISON.** The City's Project Manager for this Agreement is Renee Firos. The Recipient's responsible person is Anne Deacon, Human Services Manager.
4. **SCOPE OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$59,000**. The city's share of liquor taxes and profits in the amount of \$22,000 is included in this total and authorized in RCW 71.24.555.
 - B. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month following the period being invoiced, except for January where the same will be due by the 10th of the month. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.

6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.
7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.
8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

9. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The Recipient covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **NONDISCRIMINATION IN CLIENT SERVICES:**
The Recipient shall not, on the grounds of race, color, sex, religion, national origin, creed,

marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

11. TERMINATION; REDUCTION IN FUNDING.

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the 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 City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.
- C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

- 12. ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party; provided, however, that the City acknowledges that the Recipient contracts with service providers to operate the crisis intervention services that are partially funded by this Agreement and the City consents to such arrangement.

13. **VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.
14. **STATUS OF RECIPIENT.** Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

EXECUTED, this ____ day of _____, 2019, for the **WHATCOM COUNTY**:

Whatcom County Executive

APPROVED AS TO FORM:

Prosecuting Attorney

10-10-19

Date

APPROVED AS TO PROGRAM:

Human Services Manager

10/9/19

Date

APPROVAL AS TO DEPARTMENT:

Director

10/9/19

Date

EXECUTED, this ____ day of _____, 2019, for the **CITY OF BELLINGHAM**.

Kelli Linville, Mayor

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

Departmental Approval:

David Doll, Chief of Police
Bellingham Police Department

Exhibit A Statement of Work

I. Background:

Recipient owns the Crisis Triage Facility located at 2030 Division Street, Bellingham, Washington. Recipient leases the facility to a treatment provider who offers behavioral health treatment on-site 24 hours daily, seven days weekly. Services provided at this facility are intended to assist adults who are experiencing a behavioral health crisis, and who can be managed successfully in this setting. These services are also intended to divert individuals when appropriate, from hospital utilization, arrest or incarceration.

Services provided at the Crisis Triage Facility include:

1. Eight beds dedicated to providing sub-acute detox services to adults.
2. Medication-assisted treatment to mitigate the symptoms of Opiate withdrawal and stabilize recovery.
3. Five beds dedicated to providing mental health stabilization services to adults. Many of these adults are also challenged with substance use disorders that may exacerbate their symptoms of mental illness. Co-occurring treatment is offered to ensure comprehensive care to these individuals.
4. Discharge planning and connection to community or in-patient treatment providers offered to optimize client recovery and stabilization.

Law Enforcement officials may directly refer and transport individuals to the Crisis Triage Facility as they deem appropriate, and as accepted by the facility.

II. Scope of Work:

This contract provides partial funding of all aspects of the ongoing maintenance and operation of the Crisis Triage Facility as set forth in the Background section above.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-563

File ID:	AB2019-563	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State University for Master Gardener Program support at County Park Sites

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interagency agreement authorizes Washington State University to provide support of the Master Gardener Program at Hovander Homestead Park, The Roeder Home and other County Park and Recreation facilities.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------




MEMORANDUM

RECEIVED

OCT 15 2019

JACK LOUWS
COUNTY EXECUTIVE

TO: Jack Louws, County Executive

FROM: Michael McFarlane, Director 

DATE: October 10th, 2019

RE: Interagency Agreement with Washington State University for Master Gardener Program support at County Park Sites

Attached is an interagency agreement between Washington State University and Whatcom County for support of the Master Gardener program at several county park sites. The Master Gardener program is facilitated thru the Extension Office in collaboration with the Master Gardener Foundation, of which we have a separate agreement for.

Washington State University is requesting we execute this agreement on our end first after which they will obtain the necessary State signatures. If this meets with your approval, please sign, have notarized and return to the Parks & Recreation Department. I will coordinate with the State and return a final executed copy for your records.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation Department
Division/Program: (i.e. Dept. Division and Program)	Parks
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Washington State University (Extension Office)
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 type="radio"/> No <input checked="" 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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input 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 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 checked="" 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): \$ -0- This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This interagency agreement authorizes Washington State University to provide support of the Master Gardener Program at Hovander Homestead Park, the Roeder Home and other County Park & Recreation Facilities.	
Term of Contract: Five years Expiration Date: 9/30/24 unless renewed	

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 10/10/19
	2. Attorney signoff: _____	Date: 10/11/19
	3. AS Finance reviewed: _____	Date: 10/15/19
	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: _____

**INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE UNIVERSITY
EXTENSION AND THE WHATCOM COUNTY PARKS & RECREATION DEPARTMENT
FOR THE WHATCOM COUNTY MASTER GARDENER PROGRAM**

This Interagency Agreement (AGREEMENT) hereby made and executed on this 1st day of October, 2019 by and between **WHATCOM COUNTY** through its Parks & Recreation Department, hereinafter designated the **COUNTY**, and **WASHINGTON STATE UNIVERSITY**, an institution of higher education and agency of the State of Washington, by and through its Extension Office – Whatcom County, hereinafter the **EXTENSION**.

COUNTY and **EXTENSION** agree to work cooperatively to facilitate and promote the Master Gardener Master Composter/Recycler Programs and demonstration gardens on Whatcom County park lands as identified in Exhibits A (Hovander Homestead County Park) and B (Roeder Home). The gardens are intended to:

- a. Demonstrate environmentally sound gardening techniques based on scientific research
- b. Provide hands-on experience for WSU Master Gardener and Composter/Recyclers volunteers
- c. Educate the public including youth in science-based horticulture and related topics
- d. Provide a focal point for public use and enjoyment of Hovander Homestead Park, Roeder Home and other County facilities as may be agreed to in writing.

For purposes of this AGREEMENT, it is understood that **EXTENSION** is working collaboratively with **COUNTY** and may include the **EXTENSION** working in conjunction with and cooperatively with the *Whatcom County Master Gardener Foundation (FOUNDATION)*, a 501c3 non-profit organization registered in the State of Washington. The **COUNTY** has entered into a separate independent agreement with the FOUNDATION for the operation and maintenance of its structures, events and garden activities on **COUNTY** property. This agreement is on file with **EXTENSION** and **COUNTY**. This **EXTENSION AGREEMENT** is subject to the FOUNDATION and COUNTY Agreement which has been entered into prior to this **EXTENSION AGREEMENT**. Included in the FOUNDATION Agreement, the **COUNTY** grants the FOUNDATION the right to plan, plant and maintain the public educational demonstration gardens and maintain and manage the greenhouse at Hovander Homestead County Park, Tennant Lake Fragrance Garden and to include the gardens at the Roeder Home. Therefore, it is understood that both the FOUNDATION and the **EXTENSION** may have similar interests in engaging in activities related to County Parks Gardens, in which, the **EXTENSION** and FOUNDATION may work independently, jointly or that projects may potentially overlap. It is the **COUNTY'S** intent to provide both the **EXTENSION** and the FOUNDATION use of the County Parks for training and volunteer opportunities while also providing the **COUNTY** the benefit of maintenance and improvement to the County Parks and to serve the public's use and enjoyment of the Parks. The **COUNTY** does not warrant or represent that the **COUNTY** Agreements with the FOUNDATION or **EXTENSION** may not result in a conflict of use or activity. Should a dispute or conflict arise, The **EXTENSION** shall work cooperatively with the FOUNDATION to resolve any conflict. In

the event a conflict is not resolved between the **EXTENSION** and FOUNDATION, the County Parks Director or his/her assign will provide a final determination regarding the dispute which shall be binding on the **EXTENSION**.

Term: The term of this AGREEMENT is five (5) years, commencing on October 1st, 2019 and terminating on September 30th, 2024, unless terminated earlier under the provisions hereof.

Renewal: **EXTENSION**, provided the performance of this AGREEMENT is satisfactory to the **COUNTY**, shall have a preferential right to apply for a renewal of this AGREEMENT at the expiration and/or extension thereof for another five (5) years. The **COUNTY** shall have the sole right to determine if an extension will be granted.

Extension: The term of this AGREEMENT may be extended for specified terms by mutual written agreement of the **COUNTY** and **EXTENSION**.

Amendments: This AGREEMENT may be amended by mutual written agreement of the parties at any time during the original, extended, or renewal thereof. However, upon thirty (30) days' notice (or a shorter time if due to immediate necessity), if in the best interest of management of the premises, good cause or safety, the **COUNTY** may modify or amend the Agreement.

SECTION II – USE OF PREMISES

Permitted Use: The premises may be used by **EXTENSION** for the promotion, training and hosting of the Master Gardener and Composter/Recycler programs and demonstration gardens, both of which will be available for education and enjoyment by the public. Additional use of the premises shall require the written consent of the **COUNTY**.

Public Facilities: The rights granted under this AGREEMENT shall not subordinate the rights of the **COUNTY** or the public to the use of the premises including roads, parking areas, fields, trails, etc., provided, however, there shall be no unreasonable interference with that granted herein by the **COUNTY** to **EXTENSION**.

SECTION III - RESERVATION AND PERFORMANCE

Reservation: **COUNTY** reserves the right of access to the premises at any time for a **COUNTY** purpose or securing compliance with the terms of this AGREEMENT. Nothing in this AGREEMENT prohibits the **COUNTY** in participating in the funding, maintenance or operations of the premises and facilities.

Performance: In conformance with the use of the premises covered under the terms of this AGREEMENT, **EXTENSION** shall, and does hereby agree to perform each of the following:

- a. Coordinate on-site Master Gardener and Composter/Recycler Program activities with the Whatcom County Parks & Recreation Department.

For Whatcom County Parks & Recreation:

Christ Thomsen, Operations Manager

3373 Mount Baker Highway

Bellingham WA 98226

CThomsen@co.whatcom.wa.us

(360) 778-5850

- b. Recognize Whatcom County Parks & Recreation Department in printed, electronic and other media as a partner in the Master Gardener Program and activities conducted on **COUNTY** properties.
- c. Not discriminate against any employee or volunteer, or applicant for employment or patronage of the premises with regards to: race, color, sex, sexual orientation, religion, national origin, creed, marital status age, Vietnam-Era or disabled veteran status or the presence of any sensory, mental or physical handicap and any other protections as provided for in the law.
- d. That **EXTENSION** employees and its Master Gardener Program volunteers are not considered as officers, employees or agents of the **COUNTY**. Any injuries, claims, liabilities, suits or costs arising from the **EXTENSION** Master Gardener Program or its volunteers' actions relating to the **EXTENSION's** activities shall be the sole responsibility of the **EXTENSION** and volunteers. The **EXTENSION** and volunteers shall not hold the **COUNTY** responsible for any injuries or damages that they may cause or suffer as a result of their participation in the **EXTENSIONS's** activities.
- e. Coordinate the operation and maintenance of the gardens and grounds subject to this AGREEMENT in a safe, sanitary manner and in keeping with the historic theme of the park(s). Not allow debris or refuse to collect on the premises and properly dispose of all waste.
- f. Allow and encourage public use of the gardens, provided that the greenhouses can be closed to the public. Coordinate hours of operation with the **COUNTY**.
- g. Report to the **COUNTY** on a timely basis any public misuse, abuse, injury or damage to the gardens or related fixtures.
- h. Meet annually with the **COUNTY** and provide a report of the Master Gardener/Composter Recycler Program activities and plans at *Hovander Homestead Park* and other park properties.
- i. Obtain prior approval from the **COUNTY** for any signage, graphics or other printed material to be displayed or offered on **COUNTY** property.
- j. No section of this AGREEMENT shall prohibit **COUNTY** from contributing to the Master Gardener Program or demonstration gardens through mutual agreements with **EXTENSION** or Master Gardener Foundation during the term of this AGREEMENT.

SECTION V - INSURANCE AND INDEMNIFICATION

Insurance Required: **EXTENSION** is self-insured through the Washington State Agency Self-Insurance Liability Program ("SILP"). Coverage applies as respects to tort liability claims against **EXTENSION** as covered by the Tort Claims Act (RCW 4.92 et seq.). Coverage includes limits of \$5,000,000 per occurrence for bodily injury, property damage, and personal injury, which may arise from or in connection with the activities of or performance of the AGREEMENT. The **EXTENSION's** insurance shall be primary, waive subrogation, and the **COUNTY's** insurance shall be non-contributory.

Indemnification: To the fullest extent permitted by law, the limitations of the Washington State Tort Claims Act (RCW 4.92 et. seq.) and the limitations of coverage under the SILP, **EXTENSION** agrees to indemnify and hold the **COUNTY** and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any negligent act or omission of the **EXTENSION**, its employees, agents or registered volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with **EXTENSION's** performance of this AGREEMENT; or 3) are based upon the **EXTENSION's** use of, presence upon or proximity to the property of the **COUNTY**. This indemnification obligation of the **EXTENSION** shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the **COUNTY**. This indemnification obligation of **EXTENSION** shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the **EXTENSION**, solely to the extent necessary to effectuate the indemnification obligation of **EXTENSION** as set forth in this Section, **EXTENSION** hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of **EXTENSION** are a material inducement to **COUNTY** to enter into this AGREEMENT, are reflected in the **EXTENSION's** rights granted in this AGREEMENT and have been mutually negotiated and agreed to by the parties.

Participation by County – No Waiver. The **COUNTY** reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of **EXTENSION's** indemnity obligations under this AGREEMENT.

Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this AGREEMENT.

Indemnity by Subcontractors. In the event **EXTENSION** enters into subcontracts to the extent allowed under this AGREEMENT, **EXTENSION's** subcontractors shall indemnify the **COUNTY** on a basis equal to or exceeding **EXTENSION's** indemnity obligations to the **COUNTY**.

SECTION VI – TERMINATION AND ARBITRATION

Termination: This AGREEMENT shall terminate, and all right of **EXTENSION** shall cease, except as provided in Section 1 of this Agreement, and **EXTENSION** shall deliver possession of the premises to **COUNTY**:

At the expiration of the term of this AGREEMENT.

Upon 30-day written notice from **COUNTY** to **EXTENSION** for uncorrected violation of any of the terms of this AGREEMENT.

Upon 90 days written notice from **EXTENSION** to **COUNTY**.

Upon 90 days written notice from **COUNTY** to **EXTENSION**.

At any time by mutual written agreement of **COUNTY** and **EXTENSION**.

Any claim, dispute or controversy between the parties under, arising out of, or related to this AGREEMENT or otherwise, including issues of specific performance, that is not resolved between the parties, 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 and be binding on the parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, but shall not have the power to award punitive damages. Each party shall pay its own costs of arbitration including attorney's fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

SECTION VII- GENERAL PROVISIONS

Assignment: No assignment of this AGREEMENT shall be effective without the written consent of the **COUNTY**.

Extent of Agreement: This AGREEMENT contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings oral or otherwise, regarding the subject matter of this AGREEMENT.

Modifications: No change or additions to this AGREEMENT shall be valid or binding upon either party unless such change or addition is in writing, executed by both parties.

Venue: This AGREEMENT has been and shall be construed as having been made and delivered within the State of Washington and is mutually understood and agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Venue shall be Whatcom County, Washington unless specified otherwise by law.

Non-Waiver of Breach: 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 agreement, but the same shall be and remain in full force and effect.

Public Records Act: This AGREEMENT and all public records associated with this AGREEMENT are subject to public disclosure pursuant to the Public Records Act, Chapter 46.45 RCW. Each Party may be subject to the Public Records Act and will be liable for any violation caused by that party.

Records Maintenance and Public Records: Both parties shall retain all books, records, documents, and other material relevant to this AGREEMENT for six (6) years after expiration, and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine or receive copies of any of these materials during this period.

Severability: The invalidity of any provision of this AGREEMENT shall not affect the validity of the remaining provisions.

NOTICE

Except as set forth elsewhere in the AGREEMENT, for all purposes under this AGREEMENT except service of process, notice shall be given by **EXTENSION** to the County's Administrative Officer, Director of Parks & Recreation or Designee, under this AGREEMENT. Notice to **EXTENSION** for all purposes under this AGREEMENT shall be given to the address provided by **EXTENSION**. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

County's Administrative Officer: Director
Whatcom County Parks & Recreation
3373 Mt. Baker Highway
Bellingham WA 98226
(360) 778-5850

Extension: Washington State University
Whatcom County Extension
Attn: Regional Extension Specialist
1000 N. Forest Street, Suite 201
Bellingham, WA 98225-5594

with copy to: Washington State University
CAHNRS Operations

PO Box 646234
Pullman, WA 99164-6234

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

FOR WSU WHATCOM COUNTY EXTENSION:

Approved By:

BY: _____

Ryan H. Goodell
Executive Director, Contracts & Real
Estate Office

Recommended By:

By:  _____
Its: _____

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this _____ day of October, 2019, personally appeared before me Ryan H. Goodell to be known to be the individual described in and who executed the within and foregoing instrument as the Executive Director, Contracts and Real Estate Office of Washington State University, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and seal this _____ day of _____, 2019

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires:

Executed as of the date first written above.

FOR WHATCOM COUNTY:

Jack Louws, County Executive

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this _____ day of _____, 2019

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT



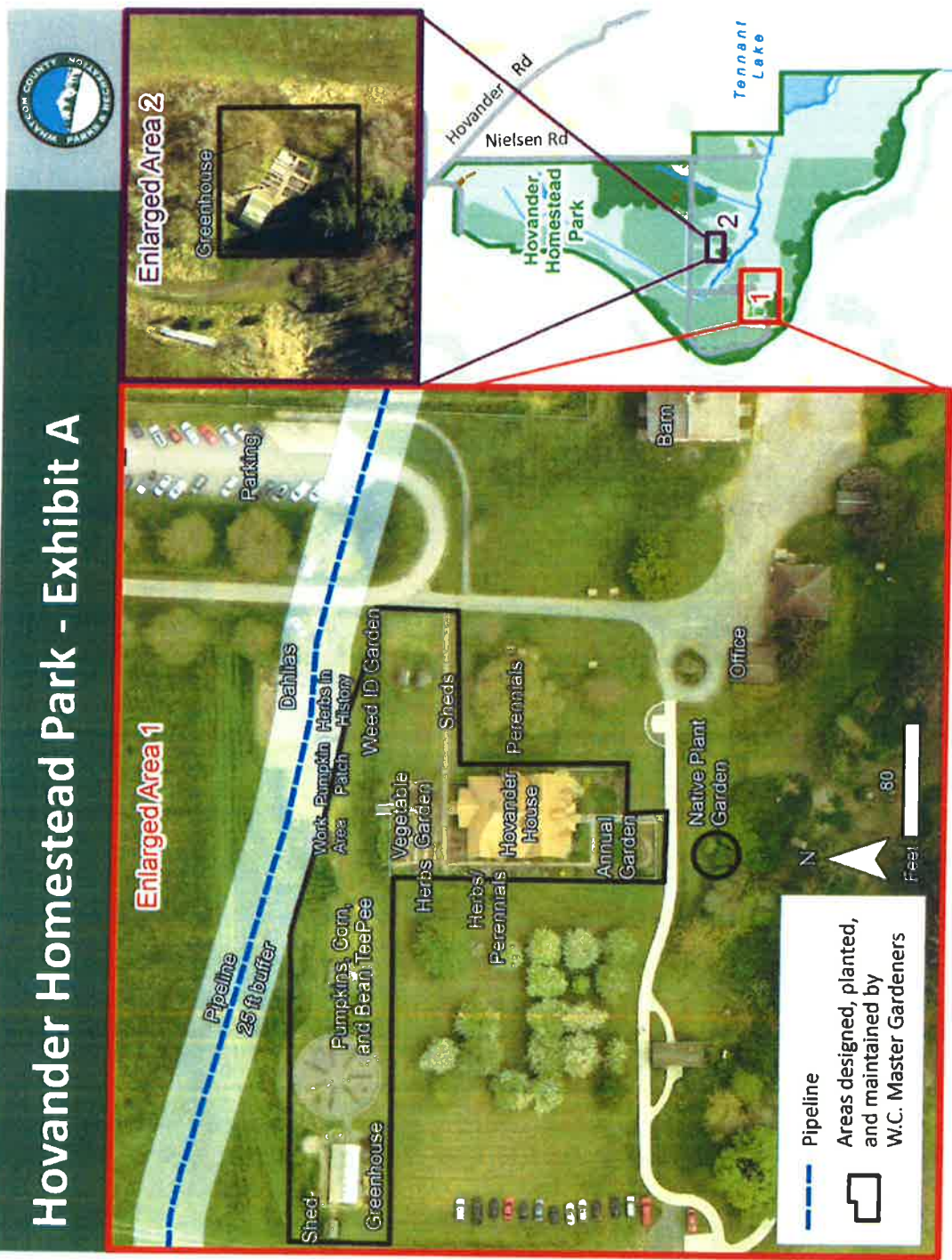
Michael McFarlane, Director

APPROVED AS TO FORM:

 10/11/19

Elizabeth Gallery, Civil Deputy Prosecuting Attorney

Hovander Homestead Park - Exhibit A



Document Path: I:\P4D\GIS\2014_GIS\Park\Hovander\MapDocuments\Hovander_MasterGardens_131017.mxd

EXHIBIT A

EXHIBIT B





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-548

File ID:	AB2019-548	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Tawni Helms, Administrative Coordinator X5328

TITLE FOR AGENDA ITEM:

Resolution approving the 2020 recommended Convention Center Fund allocations

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

RESOLUTION NO. _____

**APPROVING THE 2020 RECOMMENDED CONVENTION CENTER
ALLOCATIONS FOR TOURISM-RELATED FACILITIES AND ACTIVITIES
AS DEFINED THROUGH RCW 67.28.1816**

WHEREAS on October 1, 2019, the Whatcom County Lodging Tax Advisory Committee (LTAC) held a public meeting to review 2020 funding applications for use of Convention Center Funds; and

WHEREAS, of the twenty-five applications submitted, the LTAC recommends funding for twenty-one eligible applicants in the amount of \$680,250 and further detailed in attachment A; and

WHEREAS, the LTAC further recommends a 5% contingency in the amount of \$34,013 to be used in the event eligible applicants seek funding for tourism programs later in the year; and

WHEREAS, the 2020 funding recommendations totaling \$714,263 were determined based on the ability to promote and serve tourism activities in Whatcom County as defined in RCW 67.28; and

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

WHEREAS, in addition to the above referenced funding allocations directed to Chamber operations, events and festivals the LTAC further supports and recommends special project funding in the amount of \$565,775 for the Wayfinding project developed and sponsored by Bellingham Whatcom Tourism; and

WHEREAS, the 2020 Convention Center Fund revenue is projected at \$787,146 and the 2020 fund balance is projected to be \$1,143,877; and

NOW, THEREFORE, BE IT RESOLVED, that the Whatcom County Council hereby authorizes the County Administration to allocate \$1,280,038 from the Lodging Tax Fund for the purposes of tourism related activities as recommended by the Lodging Tax Advisory Committee and detailed in attachment A.

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED as to form:



Civil Deputy Prosecutor

CONVENTION CENTER - HOTEL/MOTEL TAX FUNDS - 2020

Tab	Requesting Agency	2019 Funded	2020 Requested	2019 Committee Recommended	Notes
	Chamber VIC or Tourism Bureau				
2	Bellingham Regional Chamber of Commerce	\$25,000	\$25,000	\$25,000	
3	Bellingham/Whatcom County Tourism	\$290,000	\$290,000	\$290,000	
4	Blaine Chamber of Commerce	New	\$35,000	\$0	2 apps: \$20 for Events Coord/\$15k for Holiday Harbor Lights
5	Birch Bay Chamber of Commerce - VIC	\$100,000	\$120,000	\$100,000	2 apps: \$100,000 Chamber Ops & \$20,000 - (4) wknd events
6	Ferndale Chamber of Commerce	\$12,000	\$12,000	\$12,000	
7	Mt. Baker Foothills Chamber/Visitor Center	\$100,000	\$100,000	\$100,000	
8	Pt. Robert's Chamber of Commerce Visitor's Bureau	\$17,650	\$30,000	\$0	
	Chambers & Tourism SUBTOTAL	\$544,650	\$612,000	\$527,000	
	Event Or Festival				
9	Allied Arts	\$2,500	\$4,500	\$2,250	
10	Bellingham Festival of Music	\$10,000	\$12,000	\$9,000	
11	Bellingham NW Wine Festival	\$2,500	\$5,000	\$2,250	
12	Bellingham SeaFeast	\$10,000	\$25,000	\$9,000	
13	Bellingham Symphony Orchestra	\$10,000	\$7,500	\$7,500	
14	Cascadia International Woman's Film Festival	\$7,500	\$15,000	\$6,750	
	Friends of Birch Bay State Park	\$1,000	\$0		2019 funding awarded but they rescinded. No 2020 app.
15	Lynden Pioneer Museum- Histories Mysteries	\$2,500	\$5,000	\$2,250	
16	Maple Falls Park Group - Bigfoot Art Festival	\$1,225	\$4,200	\$4,200	
	Mount Baker Bicycle Club - Chuckanut Classic	\$1,000	\$0		No 2020 application
17	North Cascades Bluegrass Fest	\$15,000	\$20,000	\$15,000	
18	Pickford Film Center - Doctober Film Festival	\$2,500	\$7,500	\$2,250	
19	Point Roberts Race Week	New	\$15,000	\$15,000	
20	Scottish Dance Society	\$5,000	\$10,500	\$4,500	
21	Sustainable Connections/Whatcom Food & Farms	\$34,800	\$34,800	\$34,800	
22	Sylvia Center for the Arts	New	\$20,000	\$0	
23	Whatcom Events - Ski to Sea/TourdeWhatcom/Mt Baker Hill	\$40,000	\$25,000	\$25,000	
24	Point Roberts Historical Society	New	\$24,120	\$4,500	
	Whatcom County Parks - Brochures	\$11,500	\$0		Every other year purchase of parks brochures/maps
	Whatcom County Glacier Restrooms cc: 14131	\$9,000	\$9,000	\$9,000	(Executive ongoing commitment in 2020 budget)
	Event and Festivals SUBTOTAL	\$166,025	\$244,120	\$153,250	
	TOTAL ANNUAL FUNDING REQUESTS	\$710,675	\$856,120	\$680,250	Allocations from Annual Revenue
	5% Contingency used for mid-year allocations	\$33,475	\$42,806	\$34,013	
	TOTAL ANNUAL FUNDING REQUESTS w/Contingency			\$714,263	
	Funding requests exceeded contingency	\$30,544			2019 Mid-Year allocations exceeded contingency amount
	Special Project Request				
	WC Portion of Multi-jurisdictional Wayfinding Project		\$565,775	\$565,775	Reserve \$1,689,915 - \$565,775=\$1,124,140(inc. \$20kWSOT)
	PROPOSED EXPENDITURE BUDGET	\$774,694	\$1,464,701	\$1,280,038	Annual Lodging Tax Funding Allocation



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-549

File ID:	AB2019-549	Version:	1	Status:	Agenda Ready
File Created:	10/22/2019	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Herrera Environmental Consultants to expand the scope of work and increase the contract amount by \$65,135 for a new amount not to exceed \$164,956

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Amendment to contract #201905009 between Whatcom County and Herrera Environmental Consultants to expand the scope to include additional evaluation of swales and filter vaults in the Geneva neighborhood as part of the Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



STORMWATER
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director, *JH*

FROM: Kraig Olason, CMP, Stormwater Program Manager *KO*
Cathy Craver, CSM, Senior Planner *CC*

DATE: October 18, 2019

RE: Amendment to contract #201905009 with Herrera Environmental
Consultants for a scope expansion of the Comprehensive
Bioinfiltration Swale Evaluation of the Geneva Retrofits

Requested Action

Please find attached for your review and approval two (2) originals of a contract amendment for services between Herrera Environmental Consultants (Herrera) and Whatcom County for a scope expansion of the existing contract #201905009 for the Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits.

Background and Purpose

Herrera was hired to assess the current function and effectiveness of the Geneva retrofit facilities as part of the Lake Whatcom Total Maximum Daily Load (TMDL).

The purpose of the scope expansion is to include two other stormwater treatment facility types (filter vaults and a more current swale with enhanced media) to complete a TMDL requirement to assess effectiveness of the different types of built stormwater treatment facilities utilized by Whatcom County.

Funding Amount and Source

The amendment in the amount of \$65,135 will be funded through the NPDES (10860) budget.

Please contact Cathy Craver at extension 6299, 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
Division/Program: (i.e. Dept. Division and Program)	Stormwater-907620
Contract or Grant Administrator:	Cathy Craver
Contractor's / Agency Name:	Herrera Environmental Consultants
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"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201905009	
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? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ 18-01 Contract Cost Center: 10860.544410	
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 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): \$ 99,821.00 This Amendment Amount: \$ 65,135.00 Total Amended Amount: \$ 164,956.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Contract amendment to expand scope of existing contract 201905009 for the Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits to assess two other stormwater facility types.	
Term of Contract:	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: Cathy Craver	Date: 10/15/19
	2. Attorney signoff: Christopher Quinn	Date: 10/16/2019
	3. AS Finance reviewed: Brad Bennett	Date: 10/18/19
	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:

Amendment No. 1
 Whatcom County Contract No. 201905009
 CONTRACT BETWEEN WHATCOM COUNTY AND
Herrera Environmental Consultants

THIS AMENDMENT is to the Contract between Whatcom County and Herrera Environmental Consultants, dated May 22, 2019 and designated "Whatcom County Contract No. 201905009". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2020, and increases the maximum consideration by \$ 65,135 to a total consideration of \$ 164,956.

This Amendment also adds the following to the Scope of Work, Exhibit A:

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

This Amendment takes effect: November 6, 2019, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Herrera Environmental Consultants have executed this Amendment on the date and year below written.

DATED this 22 day of October, 2019.

CONTRACTOR:

Herrera Environmental Consultants

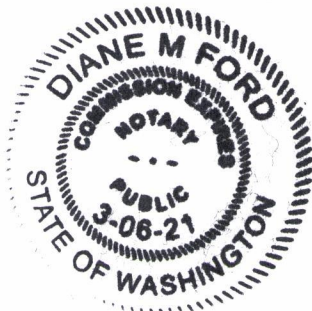
Christopher Webb, PE, Principal

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 22 day of October, 2019, before me personally appeared Christopher Webb to me known to be the Principal of the Herrera and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Diane M. Ford
 NOTARY PUBLIC in and for the State of Washington,
Diane M. Ford printed name,
 residing at Bellingham.
 My commission expires 3-6-21.

WHATCOM COUNTY:
Recommended for Approval:

By:  10/24/19
Jon Hutchings, Public Works Director Date

Approved as to form:

 10/24/19
Senior Deputy Prosecuting Attorney-Civil Division 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:

Herrera Environmental Consultants
John Lenth, Water Practice Director

114 W. Magnolia St., Suite 504
Bellingham, WA 98225

Contact Name: Chris Webb
Contact Phone: (360) 398-5075
Contact FAX: (206) 441-9108
Contact Email: cwebb@herrerainc.com

EXHIBIT A

COMPREHENSIVE BIOINFILTRATION SWALE EVALUATION –

Scope of Work Amendment #1

Whatcom County requested expanding the services to be provided under the original contract #201905009 to include the following additional tasks under a contract amendment:

- Task 5.0 –Analysis of Coronado-Freemont Swale
- Task 6.0 –Analysis of Geneva Area Filter Vaults

Project Assumptions

- Outreach and communication with adjacent land owners and other stakeholders will be led by the County with support from Herrera as requested.
- The hours per person in the attached budget template are intended to describe the anticipated level of effort, but it is understood that the hours and costs shown in this task may be reallocated to perform the tasks requested by the County.

Task 5.0 – Analysis of Coronado-Freemont Swale

The following map shows the project location, as indicated by the ellipse. The multi-cell “swale” being evaluated under this task are all water quality treatment cells within the Beecher Avenue Right of Way between Freemont and Whitney Streets. Herrera will evaluate the existing as-built conditions of this swale, assess its performance and present this to the County to support its effectiveness evaluation requirements under their NPDES permit.

Coronado-Freemont Phase 1 Swale:



Task 5.1 – Facility Design Review, Basin Delineation & Modeling

Herrera will perform a site visit, review the design documents for the subject facilities, and then delineate the tributary areas in GIS using LiDAR contours and County-provided GIS stormwater conveyance network data. Herrera will then ground truth and finalize the tributary basin delineations and produce tributary basin maps and tables of land cover for each facility. Herrera will then perform hydrologic modeling for the subject facilities based on the basin delineations prepared to determine the expected flow regime for each facility. Herrera will review the media specification, observe the media in the field, and assess its similarity to the technical guidance manuals published at the time of the projects' design and the media observed in the Geneva swales being evaluated under Task 2.

Assumptions

- County will provide the design documents for the subject facilities and GIS data for the project areas.
- Modelling will be performed in either WWHM or MGSFlood

Task 5.2 – Existing Conditions Technical Memo

Herrera will analyze these swales to the same level of detail and in the same manner as the Geneva swales identified in the original contract. Herrera will detail any differences between observations, simulation results, and previous assumptions obtained from existing design and construction documents. All review and analysis data will be added to the technical memorandum already being developed under Task 2.

Assumptions

- This work will be presented in the Existing Conditions Technical Memo (Task 2) for the whole project.

Deliverable

- All data collected, analysis performed, and recommendations developed as part of this task will be added to the technical memoranda created for Tasks 2 through 4 from the original contract.

Task 5.3 – Media Testing and Swale Monitoring

Herrera will evaluate the existing media in this multi-cell swale for water quality performance. If the cells are not meeting target infiltration rates and appear to be sized properly, then either the media was not specified or placed properly, or the infiltration rate has been degraded by sedimentation or over compaction. To assess the infiltration performance, in-situ infiltration testing will be conducted with single ring infiltration tests at a representative set of locations in the swale.

Water quality treatment performance will also be evaluated. Initially, grab samples to determine influent and effluent chemistry will be collected on 4 occasions and analyzed for total suspended solids, particle size distribution, total and dissolved copper and zinc, total phosphorus, and orthophosphate. Herrera will also collect a maximum of four representative columns of media to perform water quality performance testing in the lab. Herrera may also collect 3 samples of the media (from 6- and 12-inch

depths) from locations in the upper and lower swale sections and analyze them for OM content and grain size.

Assumptions

- Herrera will have access to the swales and structures for testing and inspection.
- Whatcom County will keep Herrera informed of any maintenance or other activities that may influence swale performance evaluations.
- Herrera will perform 6-12 infiltration tests in the cells
- There will be no deliverables under this task, all collected data will be synthesized and reported under task 6.3.

Task 5.4 –Reporting

Herrera will produce a technical memorandum that summarizes the work performed and data collected and provides recommendations to the County for any design or O&M changes. The memorandum will be targeted to meet the NPDES permit requirements for performance assessment.

Deliverable

- Technical Memorandum transmitting all data collected, analysis performed, and recommendations developed as part of this task.

Task 6.0 – Analysis of Geneva Area Filter Vaults

Herrera will begin this task with a kick-off meeting with County staff. Herrera will then evaluate the in-situ performance of a representative number of stormwater filtration vaults for the removal of target pollutants including phosphorus. Herrera will review Whatcom County's filter vault asset list and select 3 vaults for detailed assessment. These facilities will be selected to best represent the County's total filter vault asset class in the watershed.

Assumptions

- Some early action items for this task were performed under the original contract in advance of the execution of the amendment covering this task, and will be used in the vault analysis report.

Task 6.1 –Kick-off, Facility Design Review, Basin Delineation & Modelling

Herrera will perform a site visit, review the design documents for the selected vaults and then delineate the tributary areas in GIS using LiDAR contours and County-provided GIS stormwater conveyance network data. Then Herrera will ground truth and finalize the tributary basin delineations and produce tributary basin maps and tables of land cover for each facility. Herrera will then perform hydrologic modeling for the subject facilities based on the basin delineations prepared to determine the expected flow regime for each facility.

Assumptions

- The County will provide the design documents for the subject facilities and GIS data for the tributary basins.
- Modelling will be performed in either WWHM or MGSFlood

Deliverables

- Kick-off meeting & site visit
- Basin Maps
- Modeling results

Task 6.2 –Records Review and In-Situ Testing

Herrera will review any maintenance records provided by the County and interview County maintenance staff to gain qualitative insight into the performance of the filter vaults.

Herrera will visit each of the 3 filter vaults quarterly to assess hydraulic performance over one year (one maintenance cycle). At each quarterly assessment, Herrera will perform the following testing:

1. Visual inspection including measurement of accumulated sediment depth in the vault.
2. Hydraulic flow test with a contracted water truck. This test will entail discharging variable metered flows into the facility until the water level stabilizes at the bypass elevation. The associated flow rate will be compared with the design flow rate to assess system hydraulic performance.

Herrera will also target 3 storm events over the water year to collect water quality grab samples at the inlet and outlet of the 3 selected vaults. Only events where bypass is not occurring will be targeted as bypass flows may mix with treated flows and bias results. The samples will be analyzed for: total suspended solids, total and dissolved copper and zinc, total phosphorus, and orthophosphate.

Assumptions

- Herrera will have access to the vaults for testing and inspection.
- There will be no deliverables under this task, all collected data will be synthesized and reported under task 6.3

Task 6.3 – Analysis and Reporting

Herrera will produce a technical memorandum that summarizes the work performed and data collected and provides recommendations to the County for any design or O&M changes. The memorandum will be targeted to meet the NPDES permit requirements for performance assessment.

Deliverable

- Technical Memorandum transmitting all data collected, analysis performed, and recommendations developed as part of this task.

HERRERA ENVIRONMENTAL CONSULTANTS

BUDGET NARRATIVE:

90

EXHIBIT B-1

Herrera Environmental Consultants, Inc.

Comprehensive Bioswale Evaluation Project Amendment #1

2019 Herrera Labor Rate Schedule

	Labor Category	Inclusive Hourly Billing Rate	
		Minimum	Maximum
P7	President, Executive Vice President, Vice President	214.78	262.03
0	Engineer VI, Scientist VI, Planner VI	205.92	216.33
PS	Engineer V / Scientist V / Planner V / Analyst V	136.89	218.00
P4	Engineer IV/ Scientist IV/ Planner IV/ Landscape Architect IV/ Analyst IV	130.48	184.16
P3	Engineer III/ Scientist III/ Planner III/ Landscape Architect III/ CAD Technician III/ Analyst III	108.39	155.91
P2	Engineer II / Scientist II / Planner II / Landscape Architect II / Analyst II	82.68	112.21
P1	Engineer I / Scientist I / Planner I / Analyst I	76.30	94.40
PO	Intern	50.89	74.80
t1/F2/F3/F4/F	Accounting Administrator I, II, III, IV, V	74.80	156.13
A2/A3	Administrative Coordinator III, IV/ HR Generalist IV	89.10	96.18
A5/A6	Marketing Specialist V, VI	122.30	214.37
0/A1/A2/A3/A	IT Technician I, II, III, IV	50.89	160.30

Herrera adjusts salaries annually in January. Maximum DL rate includes a 5% escalation.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-561

File ID:	AB2019-561	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the Executive to enter into a contract between Whatcom County and SoftResources, LLC for consulting services to assist Whatcom County's plan to replace the current J.D. Edwards World enterprise resource planning (ERP) system in the amount of \$119,201.25

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

**MEMORANDUM**

TO: Jack Louws, County Executive
Whatcom County Council

THROUGH: Tyler Schroeder, Administrative Services Director *TS*

FROM: Brad Bennett, Finance Manager *BB*
Perry Rice, IT Manager *PR*

RE: Contract for Enterprise Resource Planning (ERP) Software Consultant

DATE: October 21, 2019

Enclosed for your consideration is the proposed agreement between Whatcom County and SoftResources LLC (SoftResources) for consulting services to assist with the replacement of our current Oracle JD Edwards (JDE) World software system.

- **Background and Purpose**

Our existing JDE World software system was purchased in 1993. It supports countywide financial, asset and human resources functions. The historic text-based software needs to be upgraded to the newer JDE EnterpriseOne product or replaced entirely by a different vendor's product. In today's market place, systems that provide consolidated finance, asset and human resources functions are referred to as Enterprise Resource Planning (ERP) systems.

In 2018, County Council adopted Ordinance 2018-049 establishing the Financial System Software Fund and associated project-based budget to upgrade or replace the current system.

SoftResources has been selected from Request for Proposal (RFP) #19-62 to assist the county plan for the replacement of the current JDE World system. SoftResources will perform a needs assessment and provide optional assistance with the development of an RFP and vendor selection should the county pursue a new vendor's ERP system.

A Project Steering Committee representing Finance, Human Resources, Treasurer's Office, Public Works, Information Technology and the Executive's Office has been formed to guide this countywide project. The Project Steering Committee and SoftResources will be working with all county departments on this important project.

- **Funding Amount and Source**

The agreement is structured in two phases. Phase I, ERP Needs Assessment, totals \$47,885.00. The optional Phase II, Vendor Selection, totals \$71,316.25. The entire agreement is for \$119,201.25. The source of funding is the Financial System Software project-based budget.

Please contact Brad Bennett at x5325 or Perry Rice at x5235 if you have any questions or concerns regarding this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	AS-Finance-Technology Capital (50.5030.959010)
Contract or Grant Administrator:	Brad Bennett \ Perry Rice
Contractor's / Agency Name:	SoftResources LLC
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 type="radio"/> No <input checked="" type="radio"/> If No, include WCC: 3.08.100 (Capital Budget)	
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 checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP #19-62 Cost Center: 375100	
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 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): \$ 119,201.25 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: <ol style="list-style-type: none"> 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:	
Agreement between Whatcom County and SoftResources LLC for consulting services to assist Whatcom County plan to replace the current J.D. Edwards World enterprise resource planning (ERP) system. This includes financial, asset management and human resources functions.	
Term of Contract: 14-Months Expiration Date: December 31, 2020	

Contract Routing:	1. Prepared by: P. Rice	Date: 10/21/2019
	2. Attorney signoff: <i>PNF</i>	Date: 10/21/19
	3. AS Finance reviewed: <i>Bennett</i>	Date: 10/22/2019
	4. IT reviewed (if IT related): <i>PJR</i>	Date: 10/21/2019
	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
Enterprise Resource Planning Software Consultant

SoftResources, 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. 02 to 08
 Exhibit A (Scope of Work), pp. A1 to A8
 Exhibit B (Compensation),..... pp. B1 to B2
 Exhibit C (Certificate of Insurance)..... pp. C1 to C9

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 6th day of November, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to: provide consulting services to assist Whatcom County plan to replace the current J.D. Edwards World enterprise resource planning (ERP) system, 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 \$ 119,201.25. This is a fixed price contract with payments by milestones as identified in Exhibit B. Exhibit B Activities 4, 5, 6, 7, 8 and their associated costs are optional. Contractor will not proceed with the optional activities without prior written approval from the County. 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 22 day of October, 2019.

CONTRACTOR:

(SOFTRESOURCES LLC)

Spencer Ames
 Spencer Ames
 Principal

Notary Public
State of Washington
Christine Panian
 My Commission Expires 05/02/2020

STATE OF WASHINGTON)
) ss.
 COUNTY OF King)

On this 22 day of October, 2019, before me personally appeared Spencer Ames to me known to be the Principal (title) of SoftResources (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Christine Panian
 NOTARY PUBLIC in and for the State of Washington, residing at
King County. My commission expires 05/02/2020.

WHATCOM COUNTY:
Recommended for Approval:

David Burt 10/21/19 R. J. R. 10/21/2019
Finance Manager Date IT Manager Date

Approved as to form:

Karen H. Fink 10/24/19
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

SoftResources LLC
(Type in Name of Contractor/Firm)

Spencer Arnesen, Principal
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address / Mailing Address:
11411 NE 124th Street, Suite 270
Kirkland, WA 98034

Contact Name: Spencer Arnesen

Contact Phone: (425) 216.4030

Contact Email: sarnesen@softresources.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension: Not Applicable

11.1 Termination for Default:

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

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. *Except for any tools, templates, information and other documents developed independently of this contract that Contractor uses for many different clients.*

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, property damage, and automobile liability insurance with the following minimums:

Property Damage per occurrence - \$500,000.00

General Liability & Property Damage for bodily injury- \$1,000,000.00

Automobile Liability - \$1,000,000.00 per occurrence

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

For professional liability only. The total liability will be limited to \$1,000,000 per occurrence.

34.2 Industrial Insurance Waiver:

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

34.3 Defense & Indemnity Agreement:

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

such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party. *For Professional Liability ONLY (errors and omissions for the written reports and verbal counsel provided by CONSULTANT for this CONTRACT) total CONSULTANT liability will be limited to the amount of Professional Liability insurance required in this CONTRACT.*

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:

Brad Bennett – Finance Manager

Whatcom County Finance

311 Grand Avenue, Suite #503 | Bellingham, WA | 98225

&

Perry Rice – IT Manager

Whatcom County Information Technology

311 Grand Avenue, Suite #305 | Bellingham, WA | 98225

37.2 Notice:

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

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

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

38.3 E-Verify: Not Applicable

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to

the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**

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

d. **Arbitration: Not Applicable**

43.1 **Venue and Choice of Law:**

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

44.1 **Survival:**

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

45.1 **Entire Agreement:**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

SoftResources will partner with Whatcom County (County) Project Steering Committee to assist the County to assess its current ERP system, define system requirements, determine an ERP strategy that includes estimated cost and gap analysis, and prepare an ERP replacement plan. Optionally the County will make the determination for the following optional services: develop an RFP for ERP software and conduct software vendor selection.

It is understood that the County wishes to move to a cloud-based infrastructure solution or software as a service (SaaS) solution. The County purchased licenses for JD Edwards (JDE) EnterpriseOne in 2000 but to date EnterpriseOne has not been implemented. The services performed will assist the County to determine if they should upgrade World to EnterpriseOne or move to a different ERP solution.

Oracle JD Edwards World has been in place since 1994 and provides the following functions:

- General Ledger and Financial Reporting
- Payroll and Human Resources
- Purchasing and Accounts Payable
- Cash Receipts and Accounts Receivable
- Budget, Position Control and Capital Planning
- Job Cost and Contract Management
- Asset Management including Fleet Management

The County has targeted end of March 2020 to complete the following:

- ERP system analysis
- ERP Selection/Implementation Project Plan
- ERP Project Budget

Work Plan

PHASE I – ERP NEEDS ASSESSMENT



Activity 1 – Project Plan and Management

SoftResources will work with the County to prepare the Project Plan, kick off the project and manage and monitor through completion as follows:

- a. Team introductions. Conduct Project Team introductions, collect contact information, and advise project team setup as needed.
- b. Project Plan. Coordinate with the County to discuss and align expectations for contracted work, drivers and objectives, resource availability and constraints, communications, etc. Develop the Project Plan (schedule, milestones, deliverables, resources, etc.). The County will approve the Project Plan.
- c. Project Management. Manage the Project Plan, monitor and control project work, provide periodic status reports and related communications via email or web conferencing over the life of the project, set up Microsoft Teams Project Collaboration Portal if needed. Conduct Project Close with the County to discuss lessons learned, outcome of the project, and closeout Project Plan.

Deliverables

- Project Plan
- Status Updates



Activity 2 – System Review and Requirements

SoftResources will conduct three days of onsite ERP Workshops with County staff for system review, requirements definition, and process analysis.

- a. Pre-System Review Planning. Work with the County to setup and prepare for Workshops that will be used to assess the current system environment as follows:
 - *Schedule Workshops.* Work with the County to develop a three-day Workshop Schedule and determine participants (e.g., stakeholders, executive management, IT, technical staff, department heads, key users, subject matter experts (SMEs), etc.) The County can expect 12-18 Workshops (1-2 hours each) that are scheduled by functional topic/module listed above. Workshops are structured to promote collaboration across departments and aid in preparing staff for change.
- b. Facilitate Workshops. Conduct 3 days of scheduled Workshops in order to engage staff and assess the current system environment using interactive-style interviewing to:
 - ✓ Analyze the current JD Edwards system environment, how it is used, and identify shadow systems and manual workarounds.
 - ✓ Review the current technical environment including interfaces, integrations and infrastructure.
 - ✓ Observe current business processes and workflows and discuss opportunities for improvement.
 - ✓ Analyze current system limitations and functional and technical requirements of system users.
 - ✓ Educate attendees about modern ERP systems and usage.
 - ✓ Conduct follow up review calls for clarification and additional details to Workshops as needed.
- c. System Review. SoftResources will identify components that make up the County's current ERP system and create a Current Systems Map that highlights applications being used with the ERP solution and integration points. We will also conduct a high-level review of the systems in place at the County and how they may be incorporated in a future ERP solution and/or integrated to the new ERP solution.
- d. Requirements Definition. Conduct functional and technical requirements definition as follows:
 - *Key Requirements Document Draft.* Using the Workshop notes, our knowledge of the County, and experience conducting other ERP software selection projects – we will identify the key functional and technical requirements and compile them into a draft Key Requirements Document. Approximately 200-300 County-specific requirements will be organized in table format and prioritized (e.g., Required, Important, Nice to Have, Explore) by module/functions that are in scope. The Key Requirements will be used in the RFP, and during vendor fit analysis, demos, and decision analysis.
 - *Finalize Key Requirements.* Deliver the draft Key Requirements to the County via email and discuss via web conference. The County will review and provide one source of feedback. SoftResources will edit with County feedback and provide the finalized Key Requirements document for final approval by the County. Key Requirements will gather information about potential software solutions for: technology, modules/functionality, implementation, future requirements, business needs, peripheral systems interfaces/integration, cost, etc. in order to foster a better software match.

- e. Business Process Analysis. Based on observations made during the Workshops and our experience providing similar projects and evaluating ERP vendors, SoftResources will identify key current business processes/controls that are not working well and identify opportunities for improvement in table format. These recommendations will include improvements that can be realized by implementing a new ERP solution and utilizing the best practices offered by software vendors. The final processes implemented by the County will depend on the best practices of the software solution selected to reduce implementation cost and complexity. Provide the Business Processes Observations and Opportunities document to the County for review and final acceptance.

Deliverables

- System Review Workshop Schedule
- Onsite Workshops – 3 days
- Current System Map and System Review (5-10 pages)
- Key Requirements Document (200-300 requirements)
- Business Process Observations and Opportunities Document (Table format)



Activity 3 – ERP Strategy and Replacement Plan

- a. ERP Market Analysis. Using the Workshop notes and approved Key Requirements conduct market analysis including:
- *Conduct High Level Fit to JD Edwards EnterpriseOne*. SoftResources will conduct a high-level call with JD Edwards to determine viability of EnterpriseOne for Whatcom County. This high-level fit analysis will include evaluating:
 - ✓ Strengths and Weaknesses of current systems and critical gaps
 - ✓ Key benefits of new technology
 - ✓ Integration and interfaces
 - ✓ Risk assessment and mitigation
 - *ERP Strategy Options*. Conduct discussions with our contacts at some of the major ERP software vendors and determine ERP software options for Cloud vs. on-premises and other ERP approaches and analysis of the advantages and disadvantages of each approach.
 - *Cost Benefit Analysis*. Review similar projects and work with some of the major software vendors to develop cost estimates for the implementation of JD Edwards EnterpriseOne as compared to selecting and implementing other ERP solutions.
- b. Industry Review and Gap Summary. Compile the industry review and gap analysis data into a written Industry Review and Gap Summary Document (10-25 pages) draft and provide to the County for review and input. Finalize the document and deliver to the County for final approval. The Industry Review and Gap Summary will include the following (this may be adjusted based on the results of the research and County input):
- ✓ Executive Summary
 - ✓ EnterpriseOne High-Level Fit Analysis
 - ✓ ERP Software/Strategy Options
 - ✓ Advantages/Disadvantages of JD Edwards or Moving to New ERP Solution
 - ✓ ERP Budget/On-Going Cost Estimates
 - ✓ Cost/Benefit Analysis of JD Edwards vs. Other ERP Solutions
 - ✓ Recommendations

- c. High-Level ERP Replacement Plan. Based on the outcome of the ERP strategy analysis and experience, develop an ERP replacement approach and timeline that includes estimated cost for the project and for a replacement ERP system. Produce a draft high-level ERP Replacement Plan (10-20 pages) for the County's review and feedback. Edit the Plan with feedback and finalize. Deliver the ERP Replacement Plan via email and present findings to the County Council. The Plan will include the following:
- ✓ ERP Replacement Approach/Timeline
 - ✓ ERP Project Cost/On-Going Cost
 - ✓ ERP Implementation Phase Estimates
 - ✓ Recommendations

Deliverables

- Industry Review and Gap Summary Document (10-25 pages)
- High-Level ERP Replacement Plan Document (10-20 pages)
- ERP Replacement Plan Presentation (PowerPoint Presentation)

OPTIONAL PHASE II – VENDOR SELECTION

SoftResources will work with the County to prepare an RFP for ERP Software, evaluate vendor options, recommend a Short List for the County to review, develop a Demo Script and facilitate Demos, advise the County through the final decision process, and assist the County with contract review. Please note that SoftResources will be advising the County through the process, but the County will make the final decision for all steps in the evaluation.



Activity 4 – Request for Proposal

- a. Develop RFP for ERP. Starting with our experience developing the RFP for Whatcom County's Permitting software selection project and our in-house templates, we will help the County develop an RFP for ERP software:
- *RFP Draft*. Develop an RFP for ERP draft and work with the County to incorporate purchasing requirements. The approved Key Requirements will be inserted. The RFP will gather important decision-making information including: vendor profile, total 5-10-year cost, implementation methodology and team, vendor references, functional and technical requirements, interface requirements, technical and security requirements, training plan, other information pertinent to the software evaluation or required by the County.
 - *Finalize RFP*. Deliver the draft RFP via email and teleconference to discuss with the County. The County will review and provide feedback. SoftResources will edit with feedback, finalize the RFP and deliver to the County for final approval.
- b. ERP Vendor Long List. Using SoftResources' knowledge of software market, the County's Key Requirements and additional research provide an ERP Vendor Long List of solutions that may be a fit and should be notified of the RFP. This is an important step in broadcasting the RFP opportunity and increasing vendor response.
- c. RFP Solicitation Support. The County will issue the RFP according to its purchasing requirements. SoftResources will notify vendors on the ERP Vendor Long List of the RFP, assist to facilitate a standard methodology for question and answer addenda, assist with pre-bidder conference as needed, and liaise between the County and the vendors through the solicitation. We recommend a minimum of four weeks for vendors to respond to the RFP.

Deliverables

- RFP for ERP Software
- ERP Vendor Long List



Activity 5 – Vendor Selection

SoftResources will conduct vendor evaluation using SoftResources' Selection Methodology to conduct and document the ERP vendor selection process.

- Initial Review of Vendor Proposals.** The County will receive vendor proposals and send one hard copy and one soft copy of each respondent to SoftResources. The received vendor proposals will undergo an initial review and vendors will be eliminated or elevated based on the following filters:
 - ✓ RFP Compliance
 - ✓ Vendor Experience with Similar Entities
 - ✓ Cost Estimates for Software, Implementation and Training
 - ✓ Implementation Team
 - ✓ County Specific Requirements
- Vendor Fit Analysis.** SoftResources will conduct fit analysis on elevated vendor proposals using the Key Requirements. Discussions with the vendor's development and technical resources will be held to validate and clarify the information provided in their proposals e.g., vendor viability, key requirements fit, cost, implementation assumptions, technical environment, 3rd party requirements, vendor market presence and momentum, and other key factors. Vendor discussions mitigate the risk of inaccurate assumptions about the requirements and the vendors' responses.
- Vendor Short List Comparison.** Based on the fit analysis, develop in table format the Short List Vendor Comparison Chart detailing the fit/gap comparison as compared to the County's Key Requirements of approximately three viable vendors. This Chart is a good decision tool and will aid the County to make the Short List decision and be used during demos and the final decision.
- Cost Analysis.** Provide a review of the estimated cost over five to ten years in an equalized format for each vendor on the Short List.
- Short List Presentation.** Prepare an executive-level Short List Presentation (using PowerPoint) that provides an overview of the project to date, summary of vendor proposals received, an executive summary of the Short List Vendor Comparison Chart and cost analysis. Present to the County onsite (or via web conference) and answer any questions regarding the vendor analysis. The County will make the final decision of the vendors to be shortlisted.

Deliverables

- Short List Vendor Comparison Chart
- Cost Analysis
- Short List Presentation



Activity 6 – Software Demos

- a. Develop Demo Documents. Prepare documents that will be used during onsite demonstrations:
- *Demo Script.* Develop a draft Demo Script based on the County's Key Requirements and vendor analysis. The Demo Script will be delivered to the County via email for review and input. The County may consider adding business case scenarios, SoftResources will advise. SoftResources will edit with feedback and finalize the Demo Script and return to the County for final approval. The Demo Script will require vendors to show: 1) how key County requirements will be supported, 2) the County's functional footprint, and 3) specific data gathered through Workshops and direct vendor discussions that require further investigation.
 - *Request for Demo Letter.* Prepare the Request for Demo Letter used to invite the shortlisted vendors to present demos. It will include information about whom to contact at the County, expectations for the demos, and instructions for how to properly prepare for the Demos. The Request for Demo Letter will be delivered to the County. The County will issue the Request for Demo Letter and Demo Script to the shortlisted vendors.
 - *Demo Score Sheet.* Starting with SoftResources' template, prepare the Demo Score Sheet that will be provided to staff attending demo sessions to record feedback. The Demo Score Sheets will be collected at the end of each demo and used to summarize staff feedback.
- b. Pre-Demo Preparation. Assist the County to prepare for the software demos:
- *Schedule Vendor Demos.* Work with the County to schedule the Vendor Demos. Currently, SoftResources anticipates three 2-day demos plus a Demo Wrap Up Meeting. We recommend that the demos be scheduled as close together as possible for best comparative analysis.
 - *Pre-Demo Vendor Meetings.* Work with the County to schedule Pre-Demo Meetings and facilitate via web conference with each Short List Vendor. Pre-Demo Meetings provide the vendors with information about the County, allows vendors to ask questions and assists the vendors to prepare for successful demos. We recommend the vendors be allowed 3-4 weeks to schedule resources and prepare for the demos.
- c. Software Demos. Attend, kickoff, and facilitate the software demos onsite at County offices. Keep vendors and demos on track, manage questions, and ensure demo script adherence, manage Demo Score Sheets. The length of each software demo will depend on the number of modules included in the scope. Currently, we estimate three 2-day demos.
- d. Demo Wrap Up Meeting. After demos are complete, conduct a Demo Wrap Up Meeting onsite or via web conference to assist the County to review demo feedback, vendor analysis to date, identify the one or two top vendors, and discuss next steps of decision analysis.

Deliverables

- Demo Script
- Demo Letter
- Demo Score Sheet
- Demo Facilitation and Wrap Up



Activity 7 – Decision Analysis

SoftResources will provide decision consulting tailored to the County with the following:

- a. Final Decision Support. Provide tools and templates, assist through the review of data collected throughout the vendor evaluation process, and advise the County with final decision analysis.
- b. Vendor Management. Continue to manage vendor communications and questions, do follow up work, and liaise with the vendors.
- c. Due Diligence Demos. Due Diligence Demos are structured to review select functional and technical topics requiring additional presentation to the County and may be onsite or managed remotely. SoftResources will advise the County through Due Diligence Demos as needed. SoftResources' direct participation with Due Diligence Demos will be billed on a Time and Materials basis.
- d. Vendor Reference Checks. Provide SoftResources' Reference Check template with directions and questions that may help direct Reference Check discussions and advise the County through Vendor Reference Checks. Conducting reference checks is important as they allow meetings with organizations that have implemented the software being considered. SoftResources' direct participation during Vendor Reference Checks will be billed on a Time and Materials basis.
- e. Final Decision Meeting. Work with the County to prepare for and participate in the Final Decision Meeting via web conference. Discuss vendor information gathered to date about the finalist vendors and facilitate discussion to support the County to make the final decision. The County will make the final decision.

Deliverables

- Final Decision Tools and Templates



Activity 8 - Contract Review

SoftResources will act in an advisory role to the County through Contract Review for a single vendor as detailed below. Please note our review focuses on business issues and the County's legal counsel should conduct a final review of the contract documentation.

- a. Software Contract Review. If an on-premise solution is selected there will likely be three contracts 1) Software License, 2) Software Maintenance, and 3) Implementation Services to be reviewed and negotiated. If a hosted or Cloud vendor is selected, there will also be a Service Level Agreement (SLA). SoftResources will review contract documents, provide redlined and review comments for each document.
- b. Vendor Statement of Work (SOW) Review. SoftResources recommends that the vendor SOW proposed for the implementation be negotiated before signing the contract. SoftResources will review the SOW proposed for the implementation and suggest areas that may need further discussion and areas that may need to be negotiated, provide written recommendations, and discuss with the County.

Deliverables

- Software Contracts – Redline and Review Comments
- SOW – Redline and Review Comments

Estimated Timeline

SoftResources estimates the following projected timeline to complete the County’s project for Phases I-II. These estimates are based on experience working with clients on similar projects, but adjustments during the project may be necessary based on the County’s ability to schedule staff, make timely decisions, turnaround deliverables, obtain approval where required, and overall vendor availability.

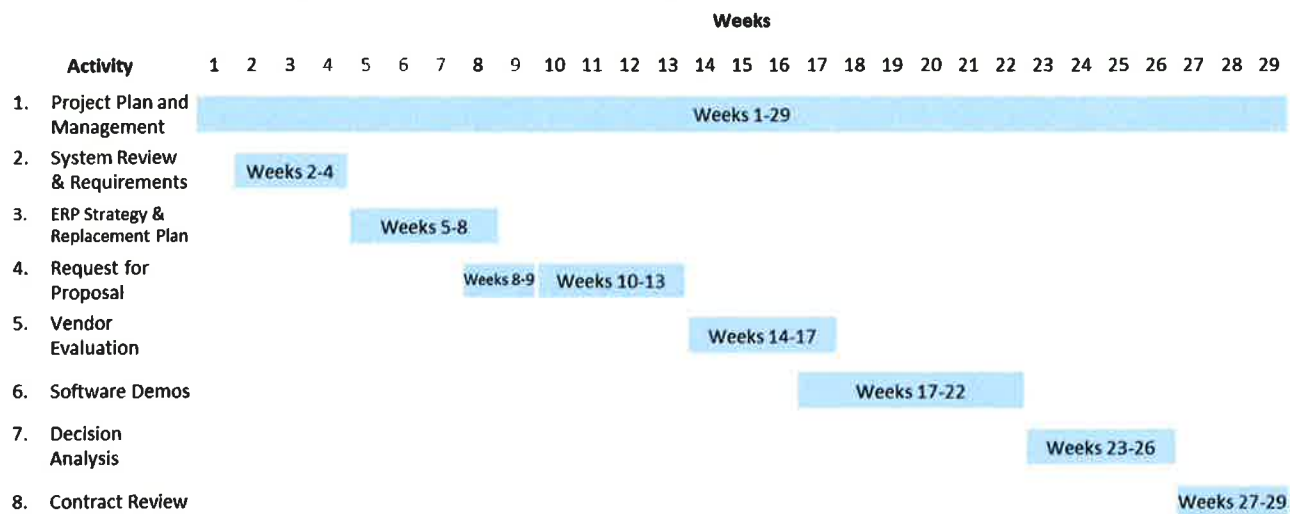


EXHIBIT "B"
(COMPENSATION)

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$119,201.25. This is a fixed price contract and payments will be made upon acceptance of project milestones as identified below and as described in the Scope of Work in Exhibit A. Exhibit B Activities 4, 5, 6, 7, 8 and their associated costs are optional. Contractor will not proceed with the optional activities without written approval from the County. SoftResources LLC fixed pricing was developed using a rate of \$175 per hour, with the fixed fees discounted 5% for this project and no travel expenses will be charged for this project. The Whatcom County Contract Number shall be included on all billings or correspondence in connection with this Agreement. Payment will be made upon receipt of a properly prepared invoice from subsequent to completion of the milestone. All travel expenses are included in these fixed costs.

PHASE I – ERP NEEDS ASSESSMENT

Payment	Amount	Project Milestone
1	\$3,990.00	Activity 1 – Project Plan and Management a. Team Planning b. Project Plan
2	\$2,000.00	Activity 1 – Project Plan and Management c. Project Management
3	\$11,305.00	Activity 2 – System Review and Requirements a. Pre-System Review and Planning b. Facilitate Workshops
4	\$16,957.50	Activity 2 – System Review and Requirements c. System Review d. Requirements Definition e. Business Process Analysis
5	\$5,320.00	Activity 3 – ERP Strategy and Replacement Plan a. ERP Market Analysis
6	\$4,987.50	Activity 3 – ERP Strategy and Replacement Plan b. Industry Review and Gap Summary
7	\$3,325.00	Activity 3 – ERP Strategy and Replacement Plan c. High-Level ERP Replacement Plan
Total	\$47,885.00	

(OPTIONAL) PHASE II – VENDOR SELECTION

Payment	Amount	Project Milestone
1	\$1,491.25	Activity 1 – Project Plan and Management c. Project Management
2	\$7,980.00	Activity 4 – Request for Proposal a. Develop RFP for ERP b. ERP Vendor Long List c. RFP Solicitation Support
3	\$13,300.00	Activity 5 – Vendor Evaluation a. Initial Review of Vendor Proposals b. Vendor Fit Analysis
4	\$13,300.00	Activity 5 – Vendor Evaluation c. Short List Vendor Comparison Chart d. Cost Analysis e. Short List Presentation
5	\$16,625.00	Activity 6 – Software Demos a. Prepare Demo Documents b. Pre-Demo Preparation c. Live Demos (3 2-day demos) d. Demo Wrap Up Meeting
6	\$7,980.00	Activity 7 – Decision Analysis a. Final Decision Support b. Vendor Management c. Due Diligence Demos d. Vendor Reference Checks e. Final Decision Meeting
7	\$10,640.00	Activity 8 – Contract Review a. Software Contract Review b. Vendor Statement of Work Review
Total	\$71,316.25	

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2019

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 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 18201 Von Kaman Avenue, Suite 200 Irvine CA 92612	CONTACT NAME: Tina Coburn PHONE (A/C No. Ext): 253-238-1134 FAX (A/C No): 949-349-8900 E-MAIL ADDRESS: Tina_Coburn@aig.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C: Mount Vernon Fire Insurance Company</td> <td>26522</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Mount Vernon Fire Insurance Company	26522	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Softresources, LLC 11411 NE 124th Street Suite 270 Kirkland WA 98034															

COVERAGES **CERTIFICATE NUMBER:** 1490087517 **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.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BK556021518	1/25/2019	1/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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			BK556021518	1/25/2019	1/25/2020	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 type="checkbox"/> RETENTION \$			ES056021518	1/25/2019	1/25/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
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	BK556021518	1/25/2019	1/25/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER 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
C	Professional Liability			TK2000808M	1/25/2019	1/25/2020	Aggregate Per Claim Deductible 2,000,000 2,000,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job: RFP #18-62 - Enterprise Resource Planning System (ERP) Software Consultant

Whatcom County, Washington and Brad Bennett, Finance Manager are named as additional insured on the above Commercial General Liability Policy per Form CG 88 10 04 13. Coverage is Primary and Non-Contributory and waiver of subrogation shall apply per written contract.

CERTIFICATE HOLDER Whatcom County Brad Bennett, Finance Manager 311 Grand Avenue, Suite 503 Bellingham WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**INDEX**

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

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

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

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

B. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

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

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

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

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

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

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

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

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

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

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

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

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

- a. Any one premise:

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

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

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

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

E. MEDICAL PAYMENTS EXTENSION

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

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

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

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

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

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

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

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

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

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

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(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.

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

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

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

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

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

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

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

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

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

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

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

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

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

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-567

File ID:	AB2019-567	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to utilize Emergency Management Performance Grant (EMPG) program funds to prepare for all hazards through sustainment and enhancement of Division of Emergency Management programs, in the amount of \$73,478

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to utilize DHS/FEMA FFY2019 Emergency Management Performance Grant (EMPG) program funds to prepare for all hazards through sustainment and enhancement of Sheriff's Office Division of Emergency Management programs, in the amount of \$73,478.00.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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**WHATCOM COUNTY
SHERIFF'S OFFICE**

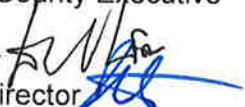

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMO

To: Jack Louws, Whatcom County Executive

From: Sheriff Bill Elfo, Director 
John Gargett, Deputy Director 
Sheriff's Office Division of Emergency Management

Subject: 2019 Emergency Management Performance Grant (EMPG)

Date: October 18, 2019

Enclosed are two originals of the 2019 Emergency Management Performance Grant (EMPG) between Whatcom County Sheriff's Office Division of Emergency Management and the Washington State Military Department for your review and signature. Also included are the Audit Certification Form, Debarment Certification Form, FFATA Form, Signature Authorization Form, and W-9 Form for your signature.

- Background and Purpose

The US Department of Homeland Security Emergency Management Performance Grant (EMPG) provides funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. EMPG funds are awarded annually.

The EMPG Scope of Work includes deliverable activities routinely performed by the Division of Emergency Management in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. DEM's Coordinator FTE is funded by this grant. The \$73,478 local match will be met from WCSO-DEM's existing budget authorization with the salary and benefits expenses of one of the Program Specialist FTEs.

The performance period runs from June 1, 2019 through August 31, 2020.

- Funding Amount and Source

\$73,478 from the US Department of Homeland Security 2019 Emergency Management Performance Grant (EMPG), through the Washington State Military Department, Grant Agreement Number E20-139, CFDA# 97.042 (18EMPG).

Please contact John Gargett (778-7160) or Frances Burkhart (778-7161) if you have any questions or concerns regarding this contract.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 - Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3580 - Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" 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: 3.06.010 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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): E20-139 CFDA#: 97.042	
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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 16791	
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 work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 73,478.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
To assist Whatcom County in preparing for all hazards through sustainment and enhancement of its Sheriff's Office Division of Emergency Management programs.	
Term of Contract: 15 months	Expiration Date: 08/31/2020

Contract Routing:	1. Prepared by: FBurkhart	Date: 10/18/2019
	2. Attorney signoff: _____	Date: 10/22/19
	3. AS Finance reviewed: <i>bbennett</i>	Date: 10/23/19
	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: _____

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Whatcom County Sheriff's Office Division of Emergency Management Public Safety Building 311 Grand Avenue Bellingham, WA 98225-4048		2. Grant Agreement Amount: \$73,478	3. Grant Agreement Number: E20-139
4. Subrecipient Contact, phone/email: Frances Burkhart, 360-778-7161 fburkhar@co.whatcom.wa.us		5. Grant Agreement Start Date: June 1, 2019	6. Grant Agreement End Date: August 31, 2020
7. Department Contact, phone/email: Zoie Choate, 253-512-7461 zoie.choate@mil.wa.gov		8. Data Universal Numbering System (DUNS): 060044641	9. UBI # (state revenue): 371-010-246
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Identification #: EMS-2019-EP-00003-S01	12. Federal Award Date: 08/05/2019	13. Assistance Listings # (formerly CFDA) & Title: 97.042 (19EMPG)	
14. Total Federal Amount #: \$7,409,645		15. Program Index # & OBJ/SUB-OBJ: 793PT NZ	
16. Service Districts: (BY LEGISLATIVE DISTRICT): 40, 42 (BY CONGRESSIONAL DISTRICT): 2		17. Service Area by County(ies): Whatcom	18. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
19. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		20. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
21. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO		22. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
23. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2019 Emergency Management Performance Grant (19EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 19EMPG DHS Award Letter for Grant No. EMS-2019-EP-00003-S01, which is incorporated in and attached hereto as Exhibit F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.			
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); 19EMPG Award Letter EMS-2019-EP-00003-S01 (Exhibit F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </div> <div style="width: 48%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </div> </div>			
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Jack Louws, County Executive, Whatcom County	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 6/27/2019 Sr. Assistant Attorney General		Signature _____ Date _____ Bill Elfo, Sheriff, Whatcom County Sheriff's Office	
		APPROVED AS TO FORM (if applicable): _____ 10/22/19 Whatcom County Civil Deputy Prosecutor Date	

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Frances Burkhart	Name	Zoie Choate
Title	Program Specialist	Title	Program Coordinator
E-Mail	fburkhar@co.whatcom.wa.us	E-Mail	zoie.choate@mil.wa.gov
Phone	360-778-7161	Phone	253-512-7461
Name	Bill Elfo	Name	Tirzah Kincheloe
Title	Sheriff/Director of EM	Title	Program Manager
E-Mail	belfo@co.whatcom.wa.us	E-Mail	tirzah.kincheloe@mil.wa.gov
Phone	360-778-6600	Phone	253-512-7456
Name	John Gargett	Name	
Title	Deputy Director	Title	
E-Mail	jgargett@co.whatcom.wa.us	E-Mail	
Phone	360-778-7160	Phone	
Name	Chalice Dew-Johnson	Name	
Title	Coordinator	Title	
E-Mail	cdjohnso@co.whatcom.wa.us	E-Mail	
Phone	360-778-7162	Phone	

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 19EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Emergency Management Performance Grant (EMPG) document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMS-2019-EP-00003-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Exhibit F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 19EMPG funds received under this Agreement casts the party receiving the funds in the role of a Subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its Subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 19EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 19EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2019-EP-00003-S01 in Exhibit F, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 19EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Exhibit F of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Exhibit D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient should request **prior** written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or

missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Exhibit C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>, which is incorporated by reference and made a part of this Agreement.
- e. The Subrecipient shall participate in the State's Stakeholder Preparedness Review (SPR) as well as the State's Threat and Hazard Identification and Risk Assessment (THIRA), as needed.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies

under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. description of the property
 - B. manufacturer's serial number, model number, or other identification number
 - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/media-library/assets/documents/85376> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas

not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2019 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

- 1. The Department receives EMPG Program funding from DHS/FEMA, which is provided to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
- 2. A portion of the 19EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

3. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
4. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
5. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted in the application and approved in Budget, Exhibit E. To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
6. All personnel funded in any part through federal award or matching funds under this Agreement shall:
 - a. Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
 - b. Complete either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 19EMPG program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 19EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2019-EP-00003-S01, which are incorporated and made a part of this Agreement as Exhibit F.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or Subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is

undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 11) Notice of awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books,

documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the

part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with

the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (<https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms>) to the Department at the address listed above before this Agreement is executed and timely submit annual updates to the Department every year thereafter, and if the Subrecipient is claiming it is exempt from the audit requirements of 2 CFR Part 200 Subpart F include an explanation of the criteria for exemption.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements

of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the

alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

WORK PLAN

FY 2019 Emergency Management Performance Grant

Emergency Management Organization Whatcom County Sheriff's Office (WCSO) Division of Emergency Management

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include 19EMPG grant and local funds).

Program Area #1**Planning**

WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Develop Mount Baker Response Plan.	Whatcom County developed a Mount Baker Action Plan (2018-2019) to add the specific Whatcom County action items missing in the higher level Coordination Plan. During the recent USGS-sponsored Bi-National Exchange on Volcano Hazards in Ecuador, emergency managers from Whatcom, Skagit, and Snohomish Counties, and representatives from the US Forest Service, WA-EMD, and USGS were able to discuss lessons learned from the Mount Baker full-scale exercise in October 2018 and the focus of Whatcom County's new Action Plan. They determined that the Mount Baker - Glacier Peak Coordination Plan should be split into two separate plans, one for each volcano, and broaden the focus from coordination to include additional response tasks. Whatcom County will take the lead in developing the new Mount Baker Response Plan.	Stakeholders from local, county, state, provincial, and federal response agencies and the private sector community will be prepared to take specific actions before, during, and after Mount Baker geologic events allowing for a more efficient response.

Program Area #2**Training**

WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Support one ICS-300 and one ICS-400 training.	The National Incident Management System (NIMS) Training Plan outlines the training requirement for field responders and ECC/EOC personnel. These trainings help our partner jurisdictions and agencies meet and maintain NIMS compliance.	The goal for each class is 20 participants. Upon completion, the trained personnel will have a clearer understanding of their role in the Incident Command System, whether working in an EOC, ECC, or Incident Command Post, thereby creating a more efficient and coordinated response. Participating agencies will maintain NIMS compliant status.
2 Conduct two trainings for the Whatcom Unified Incident Management Team (IMT).	Recent exercises and activations confirm the need for continual training on ICS positions in general and on specific processes within the Whatcom Unified Emergency Coordination Center.	These trainings ensure that the IMT know how to perform required tasks and understand work flow procedures in the ECC in order to perform more efficiently during exercises and activations.
3 Conduct two Duty Officer trainings.	The need for Duty Officers to provide consistent responses to incidents throughout Whatcom County is essential for effective emergency management and maintains partner agencies' and the public's trust in the professionalism of the discipline.	All Duty Officers, regardless of home agency or department, will respond to events using standard procedures, thus responding more consistently and effectively during incident response.

Program Area #3		
Exercise		
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Conduct at least six exercises, using a variety of formats (e.g., table-top, functional, full-scale, drill, workshop) and scenarios (e.g., volcano, communications, train derailment, flood, etc.).	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	Whatcom Unified Emergency Coordination Center (WUECC) staff, the Incident Management Team, Duty Officers, partner agency participants, and the emergency response community will put their knowledge to the test by talking through protocols or carrying out tasks they would be responsible for during an actual event. The intended outcome is two-fold: (1) Personnel are better prepared to perform their tasks during activations and (2) Lessons learned will be used to validate existing policies and procedures or to provide recommendations for improvements.
2 Participate in at least six partner agency exercises, drills, and workshops.	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.

Program Area #4		
Public Outreach and Education		
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Conduct four CERT classes.	Empowering citizens to take care of themselves is a key component to community resilience, particularly during large-scale incidents, and decreases citizen reliance on first responder organizations.	The goal for each class is 15 participants, for an additional 60 individuals who are better aware of local hazards, steps they can take to be better prepared, and become trained community assets before, during, and after the emergency response.
2 Conduct six education/outreach presentations.	These presentations are designed to increase public awareness of Whatcom County risks and hazards and to provide actions individuals, families, and businesses can take to lessen the impact of emergencies and disasters.	The goal is to reach 20+ individuals with each presentation, for an additional 120 individuals who are better aware of local hazards and steps they can take to be better prepared for emergencies and disasters.

Program Area #5		
Operational Readiness		
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
1 Manage the Whatcom County Emergency Worker Program.	Traditional first responders (law enforcement, fire, public works, etc.) do not have all the skills necessary to meet the needs of their communities and, in emergencies and disasters, are often overwhelmed and unable to provide services they normally would. Volunteers fill many of the gaps, giving of their time and expertise to help their neighbors and wider community. WAC 118-04 Emergency Worker Program defines the classes of emergency workers and regulates emergency worker registration, training, activation, and compensation.	Whatcom County's volunteer groups (e.g., Search and Rescue, CERT, Auxiliary Communications Service, Support Officers, Volunteer Mobilization Center, Incident Management Team) will be in compliance with WAC 118-04 and the approximately 1,000 volunteers will be covered under the protection that the Emergency Worker Program provides.

2	Facilitate the annual Winter Storm/Flood Outlook and Planning Briefing.	Floods and winter storms occur annually in Whatcom County. Some years their impact is relatively minor. Other years their impact reaches the level of a Presidential Disaster Declaration, as it did in December 2018 (FEMA 4418-DR-WA). It is important for partner agencies in the community to come together as one group to hear what the upcoming winter forecast is, what mitigation work has been done, what resources/strategies each agency can bring to the response, and review plans and responsibilities to help mitigate flood and winter storm impacts. Core presenters usually include NOAA, Whatcom County Public Works River and Flood Division, Army Corps of Engineers, and Puget Sound Energy.	Agency partners will come away with a realistic prediction based on the latest science modeling provided by NOAA/National Weather Service and a better understanding of the available resources and newest response plans of other agencies.
3	Host industry partner exercises at the Whatcom Unified Emergency Coordination Center (WUECC).	These exercises provide fresh eyes to identify operational gaps, singling out key deficiencies with infrastructure capacity and equipment, hardware and software needs, and information flow that Whatcom County-led exercises might overlook. This is especially true with the oil and pipeline industry partners whose large-scale exercises bring 100-250 participants into the WUECC, taxing its capabilities beyond the usual, more modest 20-100 person drills, exercises, and activations.	Participation will result in increased readiness of the facility, building out capabilities that will enhance the facility for future exercises and activations.
4	Manage the fiscal and administrative policies and procedures that support both day-to-day and disaster operations.	Policies and procedures are established to support the efficiency, consistency, responsibility, and accountability of all employees in support of their agency's mission, vision, and objectives.	Delivery of emergency management programs that are efficient, consistent, show good custodianship of public funds, and are in compliance with federal, state, and local codes and regulations.

TIMELINE**FY 2019 Emergency Management Performance Grant**

DATE	TASK
June 1, 2019	Grant Agreement Start Date
January 31, 2020	Submit reimbursement request
April 30, 2020	Submit reimbursement request
August 31, 2020	Grant Agreement End Date
October 15, 2020	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

BUDGET

FY 2019 Emergency Management Performance Grant

19EMPG AWARD \$ 73,478.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ 73,478	\$ 73,478
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 73,478	\$ 73,478
ORGANIZATION	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EXERCISE	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
	Indirect Cost Rate on file	0%	
TOTAL Grant Agreement AMOUNT:		\$ 73,478	\$ 73,478

- The Subrecipient will provide a match of \$73,478 of non-federal origin, 50% of the total project cost (local budget plus EMPG award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 793PT- EMPG

**19EMPG Award Letter
EMS-2019-EP-00003-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Tirzah Kincheloe
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2019-EP-00003

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of \$7,409,645.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,409,645.00 of non-Federal funds, or 50 percent of the total approved project costs of \$14,819,290.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2019 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

KIMBERLY ERIN PENFOLD Assistance Officer

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2019-EP-00003-S01

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Article VI	Americans with Disabilities Act of 1990
Article VII	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VIII	Civil Rights Act of 1964 - Title VI
Article IX	Civil Rights Act of 1968
Article X	Copyright
Article XI	Debarment and Suspension
Article XII	Drug-Free Workplace Regulations
Article XIII	Duplication of Benefits

Article XIV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XV	Energy Policy and Conservation Act
Article XVI	False Claims Act and Program Fraud Civil Remedies
Article XVII	Federal Debt Status
Article XVIII	Federal Leadership on Reducing Text Messaging while Driving
Article XIX	Fly America Act of 1974
Article XX	Hotel and Motel Fire Safety Act of 1990
Article XXI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXII	Lobbying Prohibitions
Article XXIII	National Environmental Policy Act
Article XXIV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXV	Non-Supplanting Requirement
Article XXVI	Notice of Funding Opportunity Requirements
Article XXVII	Patents and Intellectual Property Rights
Article XXVIII	Procurement of Recovered Materials
Article XXIX	Rehabilitation Act of 1973
Article XXX	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXI	Reporting Subawards and Executive Compensation
Article XXXII	SAFECOM
Article XXXIII	Terrorist Financing
Article XXXIV	Trafficking Victims Protection Act of 2000
Article XXXV	Universal Identifier and System for Award Management
Article XXXVI	USA Patriot Act of 2001

Article XXXVII	Use of DHS Seal, Logo and Flags
Article XXXVIII	Whistleblower Protection Act
Article XXXIX	Environmental Planning and Historic Preservation
Article XL	Acceptance of Post Award Changes
Article XLI	Disposition of Equipment Acquired Under the Federal Award
Article XLII	Prior Approval for Modification of Approved Budget

Article I - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

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

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

Article II - Acknowledgement of Federal Funding from DHS

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

Article III - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article IV - Activities Conducted Abroad

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

Article V - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

Article VIII - Civil Rights Act of 1964 - Title VI

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

Article IX - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article X - Copyright

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

Article XI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XIII - Duplication of Benefits

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

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

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XV - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies

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

Article XVII - Federal Debt Status

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

Article XVIII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XIX - Fly America Act of 1974

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

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

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

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

Article XXII - Lobbying Prohibitions

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

Article XXIII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XXV - Non-Supplanting Requirement

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

Article XXVI - Notice of Funding Opportunity Requirements

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

Article XXVII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXI - Reporting Subawards and Executive Compensation

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

Article XXXII - SAFECOM

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

Article XXXIII - Terrorist Financing

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

Article XXXIV - Trafficking Victims Protection Act of 2000

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

Article XXXV - Universal Identifier and System for Award Management

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

Article XXXVI - USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVII - Use of DHS Seal, Logo and Flags

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

Article XXXVIII - Whistleblower Protection Act

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

Article XXXIX - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and

Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XL - Acceptance of Post Award Changes

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

Article XLI - Disposition of Equipment Acquired Under the Federal Award

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

Article XLII - Prior Approval for Modification of Approved Budget

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

BUDGET COST CATEGORIES

Personnel	\$4,057,037.00
Fringe Benefits	\$1,489,217.00
Travel	\$19,383.00
Equipment	\$0.00
Supplies	\$15,597.00
Contractual	\$8,805,562.00
Construction	\$0.00
Indirect Charges	\$432,494.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2019-EP-00003-S01
 2. AMENDMENT NO. ***
 3. RECIPIENT NO. 916001095G
 4. TYPE OF ACTION AWARD
 5. CONTROL NO. FY2019R10EMPG

6. RECIPIENT NAME AND ADDRESS
 Washington Military Department
 Building 20
 Camp Murray, WA, 98430 - 5122
 7. ISSUING FEMA OFFICE AND ADDRESS
 FEMA-GPD
 400 C Street, SW, 3rd floor
 Washington, DC 20472-3645
 POC: 866-927-5646
 8. PAYMENT OFFICE AND ADDRESS
 FEMA Finance Center
 430 Market Street
 Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER
 Tirzah Kincheloe
 10. NAME OF FEMA PROJECT COORDINATOR
 Central Scheduling and Information Desk
 Phone: 800-368-6498
 Email: Askesid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION
 10/01/2018
 12. METHOD OF PAYMENT
 PARS
 13. ASSISTANCE ARRANGEMENT
 Cost Reimbursement
 14. PERFORMANCE PERIOD
 From: 10/01/2018 To: 09/30/2021
 Budget Period
 10/01/2018 09/30/2021

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2019-FA-GA01-R107- -4120-D	\$0.00	\$7,409,645.00	\$7,409,645.00	See Totals
			\$0.00	\$7,409,645.00	\$7,409,645.00	\$7,409,645.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
 Tirzah Kincheloe, Mrs

DATE
 Tue Aug 06 23:35:35 GMT
 2019

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
 Mon Aug 05 17:05:05 GMT
 2019

KIMBERLY ERIN PENFOLD , Assistance Officer



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-570

File ID:	AB2019-570	Version:	1	Status:	Agenda Ready
File Created:	10/25/2019	Entered by:	KGoens@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment with Daniel A. Swedlow, Summit Law Group, to serve as Professional Negotiator and provide legal services for collective bargaining, negotiations, mediation, binding interest arbitration, and other actions brought by a Union

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Staff memo for background and more information

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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HUMAN RESOURCES

County Courthouse
311 Grand Avenue, Suite #107
Bellingham, WA 98225-4038
(360) 778-5300
hr@co.whatcom.wa.us

Karen Sterling Goens
Manager

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Nan Kallunki, HR Associate Manager

DATE: October 25, 2019

SUBJECT: Amendment 3—Contract between Whatcom County and Daniel A. Swedlow

For Nan Kallunki

Enclosed are two originals of Amendment No. 3 to the Contract between Whatcom County and Daniel A. Swedlow, Summit Law Group for your review and signature.

Background and Purpose

With the addition of a new bargaining unit represented by the Fraternal Order of Police, there are now three labor groups with the right to binding interest arbitration. None of these groups have settled contracts.

Additionally, three other collective bargaining agreements will expire at the end of 2020: Teamster Master, WA State Nurses, and PTE-Local 17. Given the number of open agreements, Human Resources has determined we will gain efficiencies by moving to a single spokesperson at the bargaining table in 2020. Mr. Swedlow is highly qualified and experienced with contract negotiation, mediation, and interest arbitration for both binding and non-binding interest arbitration groups. Kimberly Gearity will serve as chief negotiator for the Ferry agreement which expires at the end of this year.

Funding Amount and Source

Funding comes from the administrative cost allocation to 507140.

Differences from Previous Contract

The proposed amendment extends the agreement with Mr. Swedlow from December 31, 2020 through December 31, 2022 and increases the annual "not to exceed" amount from \$35,000 to \$89,076 per year.

Please contact me at extension 5306, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Administrative Services		
Division/Program: (i.e. Dept. Division and Program)	Human Resources		
Contract or Grant Administrator:	Nanette S. Kallunki		
Contractor's / Agency Name:	Daniel A. Swedlow, Summit Law Group		

Is this a New Contract? Yes ☐ No ☒ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201702013

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

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

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

Is this contract the result of a RFP or Bid process? Yes ☒ No ☐ If yes, RFP and Bid number(s): RFQ #16-54 Contract Cost Center: 507140

Is this agreement excluded from E-Verify? No ☐ Yes ☒ 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 for Commercial off the shelf items (COTS).
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$ 83,399</u> Not to exceed \$ 8,400 2017 Not to exceed \$39,999 2018 Not to exceed \$35,000 2019 Total Amended Amount: \$ <u>250,197</u> Not to exceed \$89,076 each year, 2020, 2021, and 2022	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: Legal services for matters relating to labor relations, including collective bargaining and contract negotiation, mediation, binding interest arbitration, or other actions brought by a Union.

Term of Contract:	November 6, 2019	Expiration Date:	December 31, 2022
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Contract Routing:

1. Prepared by:	Nan Kallunki	Date:	<u>10/25/2019</u>
2. Attorney signoff:	<u>[Signature]</u>	Date:	<u>10/25/19</u>
3. AS Finance reviewed:	<u>[Signature]</u>	Date:	<u>10/23/19</u>
4. IT reviewed (if IT related):	N/A	Date:	
5. Contractor signed:	Daniel A. Swedlow	Date:	<u>10/24/2019</u>
6. Submitted to Exec.:	<u>Nan Kallunki</u>	Date:	<u>10/28/2019</u>
7. Council approved (if necessary):		Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Amendment No. 3


**TO CONTRACT BETWEEN WHATCOM COUNTY AND DANIEL A. SWEDLOW
SUMMIT LAW GROUP**

THIS AMENDMENT to Whatcom County Contract #201702013 is made this ____ day of _____, 2019, between Whatcom County and Daniel A Swedlow, Summit Law Group, for the purpose of providing professional legal services in matters relating to labor relations and professional labor negotiator services.

1. TERM. This amendment extends the term through December 31, 2022.
2. COMPENSATION: This amendment increases the maximum annual consideration not to exceed \$89,076.
3. OTHER. Unless specifically amended by his agreement, all other terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and Daniel A. Swedlow, Summit Law Group, have executed this Amendment on the date and year written above.

CONTRACTOR:

BY: 
Daniel A. Swedlow
Summit Law Group

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 24th day of October 2019 before me personally appeared Daniel A. Swedlow known to be the attorney assigned to Whatcom County from Summit Law Group and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


NOTARY PUBLIC in and for the State of Washington, residing at
Whatcom Co. My commission expires 09-09-2021

WHATCOM COUNTY:

BY: _____
Jack Louws, County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this ____ day of _____, 2019 before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

APPROVED AS TO FORM:

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


Civil Deputy Prosecutor



EXHIBIT "A-3"

SCOPE OF WORK

The Contractor will provide, at the request and direction of Whatcom County Prosecuting Attorney or Human Resources Manager or designee, representation and assistance on matters relating to labor relations, including collective bargaining and contract negotiation, mediation, binding interest arbitration, or other actions brought by a union.

A Special Deputy Appointment by the Prosecutor will be in place prior to the Contractor providing legal advice, negotiating, or other actions that bind on behalf of Whatcom County.

EXHIBIT "B-3"

COMPENSATION

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid \$300 per hour for Contractor's attorney time. Contractor will submit invoices with general description of services and hours. Costs for telephone, faxes, photocopying, computerized legal research, or other costs that are part of the cost of doing business will not be charged.

Travel time will be billed at \$420.00



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-537

File ID:	AB2019-537	Version:	1	Status:	Agenda Ready
File Created:	10/14/2019	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Bid Award		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to authorize the purchase of vehicle body repair services, using the Washington State Contract #05015, in an annual amount not to exceed \$70,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per WCC 3.08.100(A), Public Works requests approval for the County Executive to authorize the purchase of vehicle body repair services on an as-needed basis, using the Washington State Contract #05015 (expires 10/01/2021), in an annual amount not to exceed \$70,000. Services are handled through The CEI Group, and the authorized local vendor is Gitt's Autobody. This is a regularly budgeted expenditure and funds exist in the current Equipment Services budget

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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DATE: October 14, 2019
TO: Tyler Schroeder, Director of Administrative Services
FROM: Brad Bennett, Administrative Services Finance Manager
SUBJECT: Approval to Purchase Vehicle Body Repair Services

▪ **Background & Purpose**

Public Works Equipment Services is requesting approval to use the Washington State Contract #05015 (Expires 10/01/2021) to purchase auto body repair services. The state contract is awarded to The CEI Group, and the local authorized vendor is Gitt's Autobody, located in Ferndale.

Repair services are purchased on an as-needed basis. Annual expenditures will not exceed \$70,000.00.

▪ **Funding**

This is a regularly budgeted expenditure and funds exist in the current budget. I concur with this recommendation.

A handwritten signature in blue ink, appearing to read "Brad Bennett", is written over a horizontal line.

AS Finance Manager

Approved as recommended:

Director of Administrative Services

Date of Council Action _____





Jon Hutchings
Director

Eric L. Schlehuber, Division Manager

MEMORANDUM

To: Brad Bennett, AS Finance Manager

Through: Jon Hutchings, Public Works Director 

From: Eric L. Schlehuber, PW Equipment Services Manager 

Date: September 25, 2019

Re: Washington State Contract #05015 (Vehicle Accident Management Services)

- **Requested Action**

I am requesting Executive and Council approval to purchase auto body work as needed from the Washington State Bid Procurement List through October 1, 2020. The current state contract term is for the period of 03/10/2016 through 10/01/2021.

VENDOR	STATE CONTRACT	EXPIRATION DATE	ANNUAL EXPENDITURES NOT TO EXCEED
The CEI Group	05015	October 1, 2021	\$70,000

This state contract has been awarded to the CEI Group. Gitt's AutoBody in Ferndale, Washington is the local authorized vendor.

- **Background and Purpose**

The Equipment Services Division of the Public Works Department uses the above local vendor for all body repairs on county vehicles and equipment.

- **Funding Amount and Source**

These are regularly budgeted expenditures for auto body repairs, which is used on an annual basis as needed and has been budgeted during the 2019 - 2020 Budget process. Annual expenditures were \$21,603 for 2015, \$42,395 for 2016, \$30,787 for 2017, \$38,148 for 2018 and 2019 year to date of \$46,906.

- **Recommended Action**

Please approve this purchase and forward to the County Executive and the Whatcom County Council for approval at the October 22, 2019 Whatcom County Council Meeting.

Please contact Eric L. Schlehuber at extension 6405 if you have 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: AB2019-572

File ID:	AB2019-572	Version:	1	Status:	Agenda Ready
File Created:	10/28/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding possible safety issues associated with allowing golf carts on certain roads in Birch Bay

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding possible safety issues associated with allowing golf carts on certain roads in Birch Bay

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-472

File ID:	AB2019-472	Version:	1	Status:	Referred
File Created:	09/05/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council Special Committee of the Whole			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 9.32, Unlawful Discharge of Firearms, to establish a no shooting zone in the Drayton Harbor area of Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

At the request of the City of Blaine, this ordinance would establish a no shooting zone in the Drayton Harbor area of Whatcom County. The boundaries of the proposed zone are as follows: That portion of Sections 7 and 18, Township 40 North, Range 1 East and Sections 1, 2, 11, 12, and 13, Township 40 North, Range 1 West, W.M., Whatcom County, Washington described as follows: Beginning along Drayton Harbor Road (Co. Rd. No. 37) at the intersection of the ordinary high water mark of Drayton Harbor with the limits of the city of Blaine, Whatcom County, Washington; thence easterly along said ordinary high water mark to the intersection with the northerly face of an existing bridge over California Creek; thence easterly along said northerly bridge face to the intersection with said ordinary high water mark; thence northerly along said ordinary high water mark to the intersection with said city limits; thence along said city limits westerly, northerly and southerly to the point of beginning.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/24/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

10/08/2019 Council

REFERRED TO
COMMITTEE

Council Special Committee of the
Whole

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE 9.32, UNLAWFUL DISCHARGE
OF FIREARMS, TO ESTABLISH A NO SHOOTING ZONE IN THE
DRAYTON HARBOR AREA OF WHATCOM COUNTY**

WHEREAS, pursuant to Whatcom County Code 9.32.050 the County Council may, upon its own initiative, pass a resolution declaring its intent to form a no shooting zone; and

WHEREAS, on July 23, 2019, the Council approved Resolution 2019-035, declaring its intent to conduct a public hearing to consider creating a no shooting zone in the Drayton Harbor area of Whatcom County, as requested by the City of Blaine; and

WHEREAS, pursuant to Whatcom County Code 9.32.020 and RCW 36.32.120 the County Council has the authority and power to establish no shooting zones; and

WHEREAS, a “no shooting zone” is an area designated by the County Council in which the discharge of firearms is prohibited; and

WHEREAS, RCW 9.41.300 (2) specifically states that counties may enact laws and ordinances restricting the discharge of firearms in any portion of their respective jurisdiction where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardized; and

WHEREAS, according to the request submitted by the City of Blaine (see City of Blaine Resolution No. 1765-19, attached as Exhibit A to this resolution):

- It is difficult for members of the public to distinguish between incorporated and unincorporated areas, particularly on open water, which causes numerous hunters to inadvertently move into areas where hunting and discharge of firearms is illegal;
- Citizens have expressed concerns about gunfire near homes and property and repeatedly call for police response to such incidents;
- Unincorporated portions of Drayton Harbor aquatic area, tidelands, and shoreline are within and adjacent to urban growth areas;
- Population is expanding and housing density is increasing within the areas surrounding Drayton Harbor both within the City and in areas of unincorporated Whatcom County; and

WHEREAS, twenty three other no shooting zones have been established throughout Whatcom County as a means to protect the public.

NOW THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new section of Whatcom County Code 9.32 shall be added to create a no-shooting zone in the Drayton Harbor area as outlined in Exhibit B to this ordinance.

ADOPTED this ____ day of _____, 2019.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecutor

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Rud Browne, Council Chair

() Approved () Denied

Jack Louws, Executive

Date: _____

Exhibit A
(Drayton Harbor No Shooting Zone – City of Blaine Resolution)

RESOLUTION NO. 1765-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON,
TO SEEK DESIGNATION OF ALL UNINCORPORATED PORTIONS OF DRAYTON
HARBOR AQUATIC AREA, TIDELANDS AND SHORELINE AS A NO SHOOTING
ZONE PURSUANT TO WHATCOM COUNTY CODE 9.32 .**

Whereas, portions of the Drayton Harbor aquatic area, tidelands and shoreline are within the city limits, and

Whereas, portions of Drayton Harbor aquatic area, tidelands and shoreline are within Whatcom County jurisdiction, and

Whereas, hunting and the discharge of firearms is prohibited in the city limits, and

Whereas, it is difficult for members of the public to distinguish between incorporated and unincorporated areas particularly on the open water, which causes numerous hunters to inadvertently move into areas where hunting and discharge of firearms is illegal, and

Whereas, our citizens have expressed concerns about gunfire near homes and property and repeatedly call for police response to such incidents, and

Whereas, unincorporated portion of Drayton Harbor aquatic area, tidelands and shoreline are within and adjacent to urban growth areas, and

Whereas, population is expanding and housing density is increasing within the areas surrounding Drayton Harbor both within the City and an areas or unincorporated Whatcom County,

Whereas, the Revised Code of Washington (RCW 36.32.120) provides Whatcom County authority to designate no shooting zones, and

Whereas, Whatcom County Code Section 9.32 “Unlawful Discharge of Firearms” designates twenty-two no shooting zones, most lying within and adjacent to cities, urban growth areas and other locations of higher density development,

Now therefore, the City Council of the City of Blaine hereby resolves to seek designation of all the aquatic areas and tidelands within Drayton Harbor located within Whatcom County as a no shooting zone pursuant to Whatcom County Code Section 9.32.

PASSED BY THE CITY COUNCIL OF BLAINE, WASHINGTON, on the 8th day of July, 2019, and approved by the Mayor on the same day.

CITY OF BLAINE, WASHINGTON



Bonnie Onyon, Mayor

ATTEST/AUTHENTICATE:



Samuel Crawford, City Clerk

Resolution 1765-19

Page 1 of 1

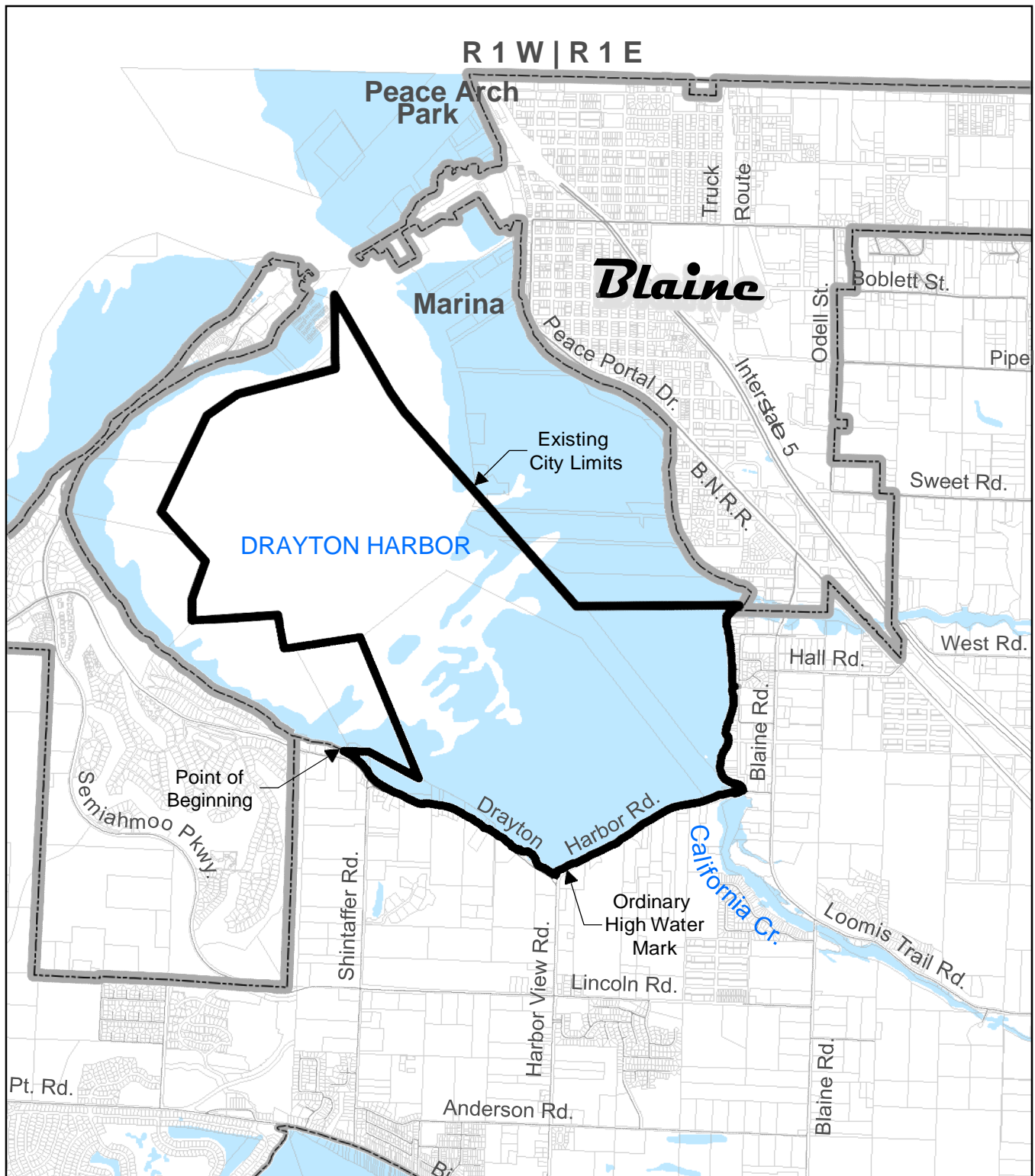
Exhibit B
(Drayton Harbor No Shooting Zone)

9.32.350 No shooting zone number 24 established.

A. No shooting zone number 24 is also known as the Drayton Harbor area.


B. The boundaries are described as follows:

That portion of Sections 7 and 18, Township 40 North, Range 1 East and Sections 1, 2, 11, 12 and 13, Township 40 North, Range 1 West, W.M., Whatcom County, Washington described as follows: Beginning along Drayton Harbor Road (Co. Rd. No. 37) at the intersection of the ordinary high water mark of Drayton Harbor with the limits of the city of Blaine, Whatcom County, Washington; thence easterly along said ordinary high water mark to the intersection with the northerly face of an existing bridge over California Creek; thence easterly along said northerly bridge face to the intersection with said ordinary high water mark; thence northerly along said ordinary high water mark to the intersection with said city limits; thence along said city limits westerly, northerly and southerly to the point of beginning.



Drayton Harbor No Shooting Zone

Legend

 Drayton Harbor No Shooting Zone

3

Date: 8/30/2019

0 1,500 3,000 4,500 6,000 Feet
1 inch = 3,000 feet



USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County Disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.

PROPOSED DRAYTON HARBOR NO SHOOTING ZONE ORDINANCE
(CITY OF BLAINE PROPOSAL) - COMMENTS FROM WHATCOM COUNTY
DEPARTMENTS

Per Whatcom County Code 9.32.060(B), the proposed ordinance to establish a no shooting zone in Drayton Harbor (City of Blaine proposal) was routed to the following County departments for comment: Prosecuting Attorney, Sheriff, Executive, Planning and Development Services, and Public Work.

As of today, October 8, the following comments have been received:

Public Works (Administration and Engineering): "Public Works has no comment."

Planning and Development Services: "No comments from PDS."

Sheriff's Department: "The Sheriff's Office does not have any additional input on the proposals. This is not an area that we get significant complaints/concerns brought to our attention."



LUMMI INDIAN BUSINESS COUNCIL

2665 KWINA ROAD BELLINGHAM, WASHINGTON 98226 (360) 312-2000

DEPARTMENT _____

DIRECT NO. _____

September 30, 2019

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Re: Lummi Nation's opposition to the proposed No Shooting Zone in Drayton Harbor and request for deferral of the same pending further discussion.

Dear Members of the Whatcom County Council,

On behalf of the Lummi Indian Business Council (LIBC), we would like to make it clear, in no uncertain terms, our opposition to the establishment of a "No Shooting Zone" in the Drayton Harbor *via* a proposed ordinance currently under consideration by the County Council, which would regulate the discharge of firearms for all purposes and applies to all people, including Lummi tribal members. You have every right to mandate your citizens, but we hope that you understand that our tribal members do not fall under your jurisdiction when it comes to treaty reserved rights. In instances such as this, you must include tribal exemption.

Protecting public health and safety is a top priority of the Lummi Nation. As such, our law enforcement already imposes strict regulations on hunting in Drayton Harbor. For example, our hunting regulations promulgated under Title 10 of the Lummi Nation's Code of Laws prohibit hunting in locations within 1,000 feet of an occupied building or area.

The unilateral enactment of a "No Shooting Zone" ordinance is an egregious overreach of the County Council's legal authority and displays a surprising lack of understanding of the legal, political, and historical context of our treaty rights. The enforcement of this ordinance against Lummi tribal members is a direct violation of our treaty-reserved rights of hunting on open and unclaimed lands. Furthermore, any attempt to enforce such an ordinance against our tribal members, when they are engaged in treaty-reserved rights and practices, is clearly illegal. As elected officials, I am sure you are aware of Article 6, Section 2 (the "Supremacy Clause") of the Constitution of the United States that identifies treaty law as the "Supreme Law of the Land". It must be remembered that our ancestors explicitly secured fishing, hunting, and gathering rights in the Point Elliott Treaty of 1855. We have never relinquished these rights and we will not allow them to be redefined, diminished or taken away.

We strongly encourage the County Council to defer action on the proposed ordinance. It is imperative that we meet and devise a pathway forward through which we collectively address the stated need and intention of the ordinance of protecting public safety while simultaneously respecting and protecting our treaty-reserved rights. Our future generations depend on us working together. We look forward to your reply and are ready to begin this important work with you.

Sincerely,

Jeremiah Julius, Chairman
Lummi Indian Business Council

Hello Respected members of the Council,

My name is Tino Villaluz and I represent the Swinomish Tribe in their wildlife program. I am writing concerning a potential shooting ban in Drayton Harbor. Public health and safety are at the forefront of all of our respected agendas. Absent a public safety risk that can be validated we are opposed to limiting our ability to exercise our Treaty Rights without valid content. We would like to engage in further discussion with the Council and our tribal and state partners at the soonest convenience. I thank you for your time and look forward to making progress on this topic. I can be reached via email or phone anytime, my phone number is (360)630-9544.

Kind regards.

Tino

Tino Villaluz

Hunting and Gathering Program Manager

Swinomish Indian Tribal Community





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-573

File ID:	AB2019-573	Version:	1	Status:	Agenda Ready
File Created:	10/30/2019	Entered by:			
Department:		File Type:	Resolution		
Assigned to:	Council Special Committee of the Whole	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution acknowledging receipt of a citizen petition to form a no shooting zone in Whatcom County to be known as the Dearborn No Shooting Zone

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Council received a petition to form a no shooting zone in the County to be known as the Dearborn No Shooting Zone (name of the proposed zone changed from "Drayton Harbor No Shooting Zone" to avoid confusion with a proposal submitted by the City of Blaine). Approval of this resolution will begin the process for forming the proposed zone.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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RESOLUTION NO. _____

ACKNOWLEDGING RECEIPT OF A CITIZEN PETITION TO FORM A
NO SHOOTING ZONE IN WHATCOM COUNTY, TO BE KNOWN AS THE
DEARBORN NO SHOOTING ZONE

WHEREAS, the Council has received a citizen petition to form a no shooting zone in Whatcom County, to be known as the Dearborn No Shooting Zone; and

WHEREAS, pursuant to Whatcom County Code 9.32.040, the petition includes the following:

1. Cover letter explaining the reasons the petitioner would like the no shooting zone to be formed, a history of shooting violations in the area, the name, address, and phone numbers of a person who will act as liaison with the county council concerning the proposed zone;
2. Signatures of at least sixty percent of persons owning property within the proposed boundaries of the zone;
3. Legal description of the proposed boundaries of the no-shooting zone (Exhibit A);
4. Map showing the proposed boundaries (Exhibit B); and

WHEREAS, it is necessary for the Council to acknowledge receipt of the petition in order to begin the process for forming the proposed no shooting zone.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby acknowledges receipt of a citizen petition to form a no shooting zone to be known as the Dearborn No Shooting Zone.

BE IT FURTHER RESOLVED that the Clerk of the Council will prepare a proposed ordinance to establish the no shooting zone and assign a number to the proposed zone.

BE IT FURTHER RESOLVED that the Clerk of the Council will seek review of the proposed ordinance by the Prosecutor's Office, Sheriff's Office, County Executive, Planning and Development Services Department, Public Works Department, and the Washington State Department of Fish and Wildlife.

BE IT FINALLY RESOLVED that the Clerk of the Council will schedule the proposed ordinance for introduction and public hearing, with notice of such hearing to be published in accordance with state and county law in the newspaper of general circulation within the county and the newspaper of general circulation within the proposed boundaries of the no shooting zone.

APPROVED this _____ day of November, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

EXHIBIT A

DEARBORN - NO SHOOTING ZONE DESCRIPTION

THAT PORTION OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 1 EAST, W.M., WHATCOM COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE PLAT OF HARBOR SHORES, AS PER THE MAP THEREOF, RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 994985 WITH THE WEST RIGHT OF WAY MARGIN OF BLAINE ROAD (AKA SR 548); THENCE WESTERLY ALONG SAID SOUTH LINE OF HARBOR SHORES TO THE INTERSECTION WITH THE ORDINARY HIGH WATER MARK OF DRAYTON HARBOR; THENCE NORTHERLY ALONG SAID ORDINARY HIGH WATER MARK TO THE INTERSECTION WITH THE LIMITS OF THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID CITY LIMITS TO THE INTERSECTION WITH SAID WESTERLY RIGHT OF WAY MARGIN; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY MARGIN TO THE POINT OF BEGINNING.

EXHIBIT B



ANDREW SCOLLAR
9039 DEARBORN AVE
BLAINE WA 98230
OCT 29 2019


MAILING ADDRESS:
PO BOX 387
BLAINE WA 98231

TO: WHATCOM COUNTY COUNCIL

REQUEST FOR NO SHOOTING ZONE FOR WHATCOM
RESIDENTIAL COMMUNITY BOUNDED BY BLAINE RD,
DRAYTON HARBOR, RESIDENCES ON HALL RD + BAY
CIRCLE, AND BLAINE CITY LINE AT DAKOTA CREEK.

REASON: POPULATION DENSITY IN THIS RESIDENTIAL
NEIGHBORHOOD (URBAN GROWTH AREA), SHOOTING
ANYWHERE NEAR THIS NEIGHBORHOOD IS
DANGEROUS AND COULD POTENTIALLY DAMAGE
PROPERTY, VEHICLES, AND ENDANGER THE LIVES
OF RESIDENTS OF ALL AGES, WHO LIVE
AND RECREATE IN THIS AREA, AND ALL
HAVE ACCESS TO DRAYTON HARBOR VIA A
PUBLIC BEACH ACCESS.

SINCERELY

ANDREW SCOLLAR 
415 344 027

No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

Please complete both pages of this form, and use the attached Petitioner Signature Sheet (and copies of it) when seeking signatures of property owners. The information on this form will be public information. Thank you.

DESCRIPTION OF PROPOSED NO SHOOTING ZONE: The general area sought to be designated as a no shooting zone is: (short description)

RESIDENTIAL NEIGHBORHOOD BOUNDED BY BLAINE RD IN THE EAST, DRAYTON HARBOR IN THE WEST, DAKOTA CREEK IN THE NORTH AND HALL RD RESIDENCE PROPERTY IN THE SOUTH. ALL PROPERTIES BETWEEN AND INCLUDING THESE BOUNDARIES.

The Whatcom County Public Works Engineering Services Division helped the petitioner(s) develop the following legal description of the boundaries of the proposed no shooting zone: (attach separate sheet if needed)

Signature of Engineering Services employee assisting the petitioner:

Signature _____ Date _____

MAP ATTACHED: A map on 8.5 x 11 white paper, prepared with the help of the Whatcom County Engineering Services, is attached, with the proposed boundaries clearly marked. Proposed boundaries are placed along established roadways whenever possible.

GENERAL STATEMENT PROPOSING THE FORMATION OF A NO SHOOTING ZONE: The property owners who have signed this petition include at least 60 percent of the persons owning property within the boundaries of the proposed no shooting zone (if a property has two or more owners, each owner must sign to be counted toward the 60 percent and no owner can be counted more than once, even if he or she owns more than one parcel); such boundaries are detailed above and on the attached map. We understand that the Whatcom County Council will not consider anti-gun or anti-hunting sentiments as a reason for forming a no shooting zone. The reasons that the property owners who have signed this petition request that a no shooting zone be formed follow:

POPULATION DENSITY IN THIS RESIDENTIAL NEIGHBORHOOD WITH MANY ELDERLY RESIDENTS, FAMILIES WITH YOUNG CHILDREN, HOME OWNERS + FAMILIES WITH ANIMALS (PETS). SHOOTING AND HUNTING ANYWHERE NEAR THIS NEIGHBORHOOD AND PUBLIC ACCESS ROADS + WATERWAYS IS DANGEROUS AND DISTURBS THE PEACE + QUIET OF THE NEIGHBORHOOD AND COULD POTENTIALLY DAMAGE PROPERTY + VEHICLES.

The petitioners also offer, as support for their request, the following brief history of shooting violations in the area proposed as a no shooting zone:

PETITIONERS' CONTACT PERSON: The petitioners agree that the following person shall serve as their contact person in this matter. The County Council Office will rely upon this representative to relay any relevant information to the other petitioners, including (but not limited to) meeting dates and times. **The contact person is responsible for submitting this form to the County Council Office.**

Contact Person's Name (please print or type): ANDREW SCOULAR

Mailing Address: PO Box 387

City, State and Zip Code: BLAINE WA 98231

Daytime phone number or message phone: 415 341 4027

SWORN STATEMENT BY PETITIONER'S CONTACT PERSON:

I, _____, do hereby agree to act as the representative for the petitioners in this matter. I swear under penalty of perjury that the facts presented in support of this petition are true and correct to the best of my knowledge, and that the signatures attached as part of this petition represent the signatures of at least 60 percent of the owners of property within the boundaries of the proposed no shooting zone.

Signature

Date

State of Washington,
County of Whatcom

I certify that I know or have satisfactory evidence that _____ signed this instrument, and did so voluntarily.

Dated this ____ day of _____, 20____.

(Notary Public Signature)

Notary Public in and for the
State of Washington,
residing at

My notary commission expires

No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

We, the undersigned, petition the Whatcom County Council to declare as a no shooting zone the area detailed on the attached petition form and map. In addition, the undersigned agree that ANDREW SCOLLAR will be the petitioners' contact person in this matter; this person will keep other petitioners informed of relevant meeting dates and times.

By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

NAME (printed)	SIGNATURE	ADDRESS (of property within proposed zone)
<i>Christine Val</i>	<i>Christine Val</i>	4623 Elmwood Dr.
<i>Andy Tougas</i>	<i>Andy Tougas</i>	4615 Elmwood Dr.
Robert Blankinship	<i>Robert W. Blankinship</i>	4610 Elmwood Elmwood Dr.
<i>Harriet dhillon</i>	<i>Harriet dhillon</i>	4598 Elmwood DR.
Angelita Flores	<i>Angelita Flores</i>	4581 Elmwood Dr.
Emmett Bond	<i>Emmett Bond</i>	4606 Elmwood Dr.
KAREN KLEES	<i>Karen Klees</i>	4605 Hall Rd.
Rose Marie Wirtz	<i>Rose Marie Wirtz</i>	4606 Hall Rd.
Barb Jones	<i>Barbara Jones</i>	8996 Dearborn Ave
RANDY MUESS	<i>Randy Mueess</i>	4622 Hall Rd
JOHN NISSEN	<i>John Nissen</i>	9003 DEARBORN AVE
Rosemary Harrison	<i>Rosemary Harrison</i>	9031 Dearborn Ave
Tammy Alexandre	<i>Tammy Alexandre</i>	4623 Elmwood Dr.
LISA BURNS	<i>Lisa Burns</i>	4602 ELMWOOD DR
ROSARIO McCafferty	<i>Rosario McCafferty</i>	9007 Bay Circle
Larise Carpenter <i>aka Verna</i>	<i>Larise Carpenter</i>	9005 Bay Circle
Shannon Zebrowski	<i>Shannon Zebrowski</i>	9002 Bay Circle
Karl Swope	<i>Karl Swope</i>	9004 Bay Circle

Petitioner Signature Sheet, Page 1 of 5


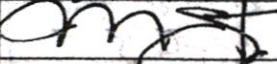






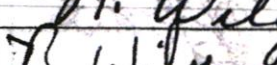




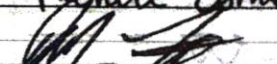

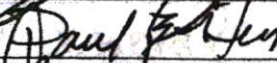


No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

We, the undersigned, petition the Whatcom County Council to declare as a no shooting zone the area detailed on the attached petition form and map. In addition, the undersigned agree that ANDREW SCOLAR will be the petitioners' contact person in this matter; this person will keep other petitioners informed of relevant meeting dates and times.

By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

NAME (printed)	SIGNATURE	ADDRESS (of property within proposed zone)
DAVID GRAYSTON		9015 DEARBORN AVE
MARY SARGENT		9035 Dearborn Ave
Nancy Price Scoular		9039 Dearborn Ave
KARLYN SALLIE		4594 Elmwood Dr.
Paul Johnson		4618 Hall Road, Blaine
CHRISTY LONGQUIST		4580 SHIPYARD RD BLAINE
CHRISTY LONGQUIST		4584 SHIPYARD RD "
Marlene VanderWoude		4590 Shipyard Rd Blaine
Noreen WILGUS		9059 DEARBORN AVE
BRYAN WILSON		4619 Elmwood Ave.
HUDA MANZOOR		4612 Elmwood Ave
DONNA BAKER		4588 Hall Rd.
MANJIT KAUR		4593 Hall Rd.
Michelle Smith		4589 Hall Rd
SAKE FARRAR		4601 Hall Rd
Rhyan Lopez		9001 Bay Cir.
Paul Hunt		4590 Elmwood Dr.
Joe Sullivan		9535 Sevinch 9043 Dearborn Ave

Petitioner Signature Sheet, Page 2 of 5

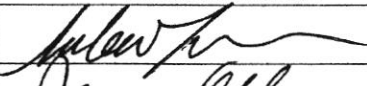
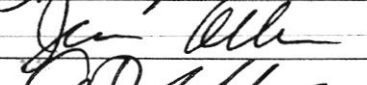
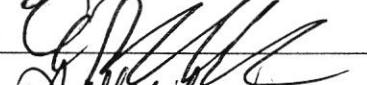
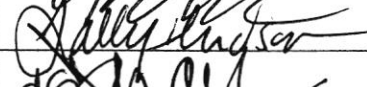
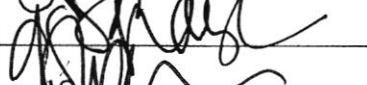
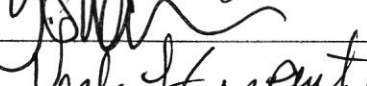
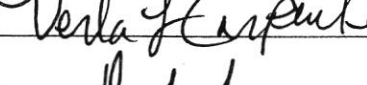

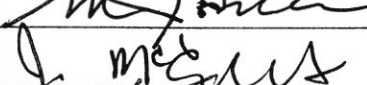
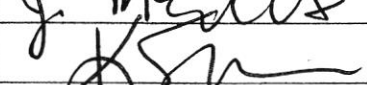
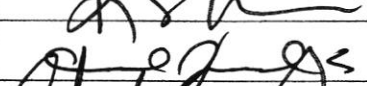
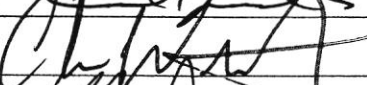
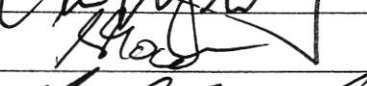
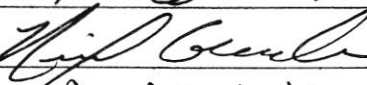
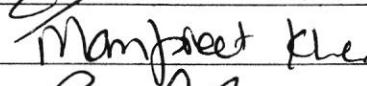



No Shooting Zone Creation

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Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

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By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

NAME (printed)	SIGNATURE	ADDRESS (of property within proposed zone)
Andrew Tien		4619 Elmwood Dr Blaine WA 98230
Jean Allen		4607 Shipyard Rd - DEARBORN Blaine, WA 98230 AVE
Eileen Wilson		4618 ELWOOD DR, BLAINE 98230
SALLY HUNSON		4606 Elmwood Dr, Blaine 98230
Donna Grayston		9015 Dearborn Ave. Blaine 98230
Ginger Shaw		4590 Elmwood Blaine WA 98230
Verla Carpenter ^{AKA LOUISE}		9005 Bay Circle Blaine WA 98230
Pete Sargent		9035 Dearborn Ave Blaine
Michael Jones		8996 Dearborn Ave Blaine
John McCafferty		9007 BAY CIRCLE BLAINE WA 98230
Kari Swope		9004 Bay Circle Blaine WA 98230
Edward J ZEBROWSKI III		9002 BAY CIR BLAINE WA 98230
Clere R Wints		4606 HALL Rd Blaine WA 98230
Steven Goodman		4591 Elmwood Dr
Nicole Goodman		4591 Elmwood Dr
Manpreet Khora		4598 Elmwood Drive
CATHERINE CHU		4619 Elmwood DR.
ANDREW SCOULAR		9039 DEARBORN AVE

Petitioner Signature Sheet, Page 3 of 53.

No Shooting Zone Creation

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Petitioner Signature Sheets

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311 Grand Ave., Suite 105
Bellingham, WA 98225

We, the undersigned, petition the Whatcom County Council to declare as a no shooting zone the area detailed on the attached petition form and map. In addition, the undersigned agree that ANDREW SCOLLAR will be the petitioners' contact person in this matter; this person will keep other petitioners informed of relevant meeting dates and times.

By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

NAME (printed)	SIGNATURE	ADDRESS (of property within proposed zone)
FOREST TORD WILGUS Trustee Living Trust	Forest T. Wilgus	9059 DEARBORN AVE
H. NOREEN WILGUS	H. Wilgus	9059 DEARBORN AVE
Trustee of Living Trust		*9001 Bay Cir Ave*
Jessica Carrington		9001 Bay Cir Ave
PAUL W. BAKER, JR.	Paul Baker	4585 HALL RD
Brooks Smith	Brooks Smith	4589 Hall rd.
Jayme S. Gilday	Jayme S. Gilday	4607 Shipyard Rd. = DEARBORN AVE
KEN HURTLEY	Ken Hurtley	4590 SHIPYARD RD.
Leigh Miller	Leigh Miller	4622 Hall Rd
HARDEEP HEER	Hardeep Heer	4593 Hall Rd.
MAJOR HEER	Major Heer	4593 Hall Rd
AMARJIT HEER	Amarjit Heer	4593 Hall Rd
ROBERT LOWGUSS	Robert Lowguss	4580 SHIPYARD RD
LOONY LOWGUSS	Loony Lowguss	4594 SHIPYARD RD
MADELINE HAMM	Madeline Hamm	9003 DEARBORN AVE
MICHAEL CARPENTER	Michael Carpenter	9005 BAY CIRCLE

Petitioner Signature Sheet, Page 4 of 5.

No Shooting Zone Creation

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Bellingham, WA 98225

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By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

[illegible]

Petitioner Signature Sheet, Page 5 of 5.



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-116

File ID:	MIN2019-116	Version:	1	Status:	Agenda Ready
File Created:	10/25/2019	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for October 22, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, October 22, 2019

7 PM

Council Chambers

COUNCILMEMBERS

Barbara Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Carol Frazey
Satpal Sidhu

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: 7 - Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded (see votes on individual items below).

1. [MIN2019-112](#) Regular County Council for September 24, 2019

Donovan moved and Brenner seconded that the Minutes be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

2. [MIN2019-113](#) Health Board for October 1, 2019

Donovan moved and Brenner seconded that the Minutes be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

3. [MIN2019-114](#) Committee of the Whole for October 8, 2019

Donovan moved and Brenner seconded that the Minutes be APPROVED BY

CONSENT. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

4. [MIN2019-115](#) Regular County Council for October 8, 2019

**Donovan moved and Brenner seconded that the Minutes be APPROVED BY
CONSENT. The motion carried by the following vote:**

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

SPECIAL PRESENTATION

1. [AB2019-524](#) Executive Jack Louws will read the proclamation for the 75th anniversary of the Whatcom County Library System

Jack Louws, County Executive, acknowledged the Whatcom County Library System as they mark their 75 year anniversary, read a proclamation declaring November 7, 2019 as the Whatcom County Library System Day, and introduced the Executive Director.

Christine Perkins, Whatcom County Library System Executive Director, acknowledged Lori Jump, a Library Board of Trustee, and other library staff present at the meeting and gave a history and summary of public library services in Whatcom County.

This agenda item was PRESENTED.

PUBLIC HEARINGS

1. [AB2019-489](#) Ordinance establishing the Affordable and Supportive Housing Fund

Browne opened the public hearing, and hearing no one, closed the public hearing.

**Donovan moved and Brenner seconded that the Ordinance be ADOPTED.
The motion carried by the following vote:**

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Enactment No: ORD 2019-071

2. [AB2019-495](#) Ordinance reauthorizing a Golf Cart Zone on certain roads in the Birch Bay Area

Joe Rutan, Public Works Department, gave a staff report and answered questions about having no reported accidents related to golf carts and whether there have been other impacts to traffic.

Browne opened the public hearing, and the following people spoke:

Cathy Cleveland spoke against the ordinance and stated many golf carts are not street legal, having no front lights, turn signals, seat belts, or license plates.

Billy Brown stated the golf cart zone is positive for the community and spoke in favor of the ordinance.

Jeffrey Schamel stated he has not heard of damage by or negative comments about golf carts in Birch Bay and spoke in favor of the ordinance.

Patrick Alesse stated the bike lanes need to stay open and the speed limit should be 20 miles per hour in Birch Bay.

Hearing no one else, Browne closed the public hearing.

Byrd moved and Frazey seconded that the Ordinance be ADOPTED.

Rutan answered questions about the cost of tickets for golf carts that don't obey the law, and expanding the golf cart zone in some areas to include streets around camp grounds.

The motion to ADOPT carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Enactment No: ORD 2019-072

3. [AB2019-502](#) Resolution amending WCC 100.7 Birch Bay Watershed Aquatic Resources Management District Funding Mechanism by adding an exemption for the Birch Bay Water and Sewer District (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Kraig Olason, Public Works Department, gave some clarification on the resolution.

Browne opened the public hearing, and hearing no one, closed the public hearing.

Donovan moved and Brenner seconded that the Resolution be APPROVED.

The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Enactment No: RES 2019-044

4. [AB2019-504](#) Resolution adopting the 2020 Annual Road Construction Program (ACP)

Joe Rutan, Public Works Department, gave a staff report and clarified why some items are listed under County Forces. He answered questions about the requirements for making amendments to the resolution once it is approved, why projects are listed that may not be completed within a year, and how this document relates to the Six-Year Transportation Improvement Plan.

Browne opened the public hearing, and hearing no one, closed the public hearing.

Brenner moved and Frazey seconded that the Resolution be APPROVED.

The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Enactment No: RES 2019-045

OPEN SESSION (20 MINUTES)

The following people spoke:

Cathy Cleveland thanked Barbara Brenner for her years of service.

Shael Wilder spoke about the proposed ordinance to establish a no-shooting zone in Drayton Harbor.

Max Perry spoke about having a County website for all water-related issues.

Patrick Alesse thanked Barbara Brenner for her years of service.

Carol Perry spoke about water use efficiency and other water process issues.

The following people spoke about the Ordinance amending Whatcom County Code Chapters 11.16 and 11.20 to protect Lake Samish shoreline properties and Lake Samish water recreation (AB2019-480)

Mark Walker

Laurie Henley

Jared Greenwood

Paul Joostens

Mary Walker

Eric McHenry

Janet Monks

Tim Slesk

Graham Robins

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Sidhu reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items one through five. Councilmembers voted on those items (see votes on individual items below).

1. [AB2019-515](#) Resolution ordering the cancellation of unclaimed checks more than two years old for Whatcom County Jail Inmate Trust Fund prior to June 30, 2017

Sidhu moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: RES 2019-046

2. [AB2019-516](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Family & Community Network to provide youth prevention programs designed to reduce risk for substance use and poor mental health, in the amount of \$65,000

Sidhu moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

3. [AB2019-526](#) Resolution in the matter of the sale of surplus personal property and the setting of a date for a public hearing thereon pursuant to WCC 1.10

Sidhu moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: RES 2019-047

4. [AB2019-527](#) Resolution in the matter of the sale of surplus real property (building only) and setting a date for a public hearing thereon, pursuant to WCC 1.10

Sidhu moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

Enactment No: RES 2019-048

5. [AB2019-523](#) Request authorization for the County Executive to accept Sun Life Stop Loss Policy renewal for insurance protection for the self-insured medical program for 2020

Sidhu moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

OTHER ITEMS

(From Criminal Justice and Public Safety Committee)

1. [AB2019-530](#) Resolution establishing a Stakeholder Advisory Committee for the Public Health, Safety, and Justice Facility Needs Assessment

Buchanan reported for the Criminal Justice and Safety Committee and stated the Resolution is HELD IN COMMITTEE.

(From Council Finance and Administrative Services Committee)

2. [AB2019-520](#) Request Council approval of the Criminal Justice Treatment Account (CJTA) Plan Update 2019-2020

Sidhu reported for the Finance and Administrative Services Committee and

moved that the Agreement be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

3. [AB2019-512](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District to develop a water use efficiency program for agricultural water users, in the amount of \$20,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Sidhu reported for the Finance and Administrative Services Committee and moved that the Contract (WCFCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Temp Absent: 1 - Byrd

4. [AB2019-513](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District to develop a water use efficiency program for domestic and municipal water users, in the amount of \$14,250 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Sidhu reported for the Finance and Administrative Services Committee and moved that the Contract (WCFCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 1 - Brenner

Absent: 0

5. [AB2019-522](#) Request authorization for the County Executive to enter into Amendment No. 2 of the Herrera Environmental Consultants Contract for Services to support Lower Nooksack River Floodplain Integrated Planning (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Sidhu reported for the Finance and Administrative Services Committee and moved that the Contract (WCFCZDBS) be AUTHORIZED. The motion

carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

6. [AB2019-508](#) Ordinance amending the 2019 Whatcom County Budget, request no. 13, in the amount of \$375,570

Sidhu reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Enactment No: ORD 2019-073

7. [AB2019-534](#) Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the Washington State Office of Financial Management, in an amount not to exceed \$60,000, for the purposes of expanding outreach in our community for the 2020 Census

Sidhu reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

(No Committee Assignment)

8. [AB2019-514](#) Resolution supporting the renaming of Squaw Creek to Páatstel Creek
Frazey gave background on the resolution.

The Resolution was approved by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Enactment No: RES 2019-049

9. [AB2019-532](#) Resolution establishing Council meeting dates for 2020

Buchanan moved and Sidhu seconded that the Resolution be APPROVED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

Abstain: 1 - Brenner

Enactment No: RES 2019-050

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2019-503](#) Appointments to two vacancies on the Horticulture Pest and Disease Board, applicants: Andrew Taylor and Diana Bedlington (committee controls and prevents the spread of horticultural pests and diseases)

Donovan moved and Buchanan seconded that the applicants be APPOINTED. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Brenner moved to introduce items one through three. The motion was seconded (see votes on individual items below).

1. [AB2019-531](#) Ordinance adopting interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities

Brenner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

2. [AB2019-528](#) Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10

Brenner moved and Donovan seconded that the Resolution be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

3. [AB2019-529](#) Resolution authorizing the sale of surplus real property (building only) pursuant to WCC 1.10

Brenner moved and Donovan seconded that the Resolution be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 8:31 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-552

File ID:	AB2019-552	Version:	1	Status:	Agenda Ready
File Created:	10/22/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County budget, request no. 14, in the amount of \$72,853

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #14 requests funding from the General Fund:

1. To appropriate \$30,000 in District Court to fund increased interpreter and Pro Tem Judge services.
2. To appropriate \$5,300 in Non-Departmental to fund increase in indigent burial services.
From the Countywide Emergency Medical Services Fund:
3. To record 2019 EMS budget adjustments for an expenditure reduction of \$319,676.
From Real Estate Excise Tax II Fund:
4. To appropriate \$200,000 to fund transfer to support Birch Bay Dr/ Pt Whitehorn Rd Drainage Improvement Project.
From the Administrative Services Fund:
5. To appropriate \$11,523 in AS-Facilities to fund IT emergency back-up generator repairs.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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**ORDINANCE NO.
AMENDMENT NO. 14 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
General Fund			
District Court	30,000	-	30,000
Non-Departmental	5,300	-	5,300
Total General Fund	35,300	-	35,300
Countywide Emergency Medical Services Fund	(319,676)	(189,400)	(509,076)
Real Estate Excise Tax II Fund	200,000	-	200,000
Administrative Services Fund	11,523	-	11,523
Total Supplemental	(72,853)	(189,400)	(262,253)

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. 14				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
District Court	To fund increase in Pro Tem Judge services.	15,000	-	15,000
District Court	To fund interperter services increase.	15,000	-	15,000
Non-Departmental	To fund increase in indigent burial services.	5,300	-	5,300
Total General Fund		35,300	-	35,300
Countywide Emergency Medical Services Fund	To record 2019 EMS budget adjustments.	(319,676)	(189,400)	(509,076)
Real Estate Excise Tax II Fund	To fund transfer to support Birch Bay Dr/ Point Whitehorn Rd Drainage Improvement Project.	200,000	-	200,000
Administrative Services Fund	To fund IT emergency back-up generator repairs.	11,523	-	11,523
Total Supplemental		(72,853)	(189,400)	(262,253)

Supplemental Budget Request

Status: Pending

District Court

Suppl ID # 2849

Fund 1

Cost Center 1300

Originator: Bruce Van Glubtt

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Pro Tem Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6650	Ct Eval/Investigations	\$15,000
	Request Total		\$15,000

1a. Description of request:

Pro Tem Judges are brought in when a Judge or Commissioner is absent from work.

1b. Primary customers:

District Court, member of the public, prosecutor's and public defenders.

2. Problem to be solved:

The Judge and Commissioner positions are the only ones in the department where in-house coverage cannot take place when they are absent. When a Court Clerk or Cashier is absent, others in the department have been cross trained and can fill in during the absence. Combining calendars for judicial absences can take place only on a limited basis due to the length of court hearings and the volume of cases being heard. This results in the need to bring in Pro Tem Judges for coverage. After reviewing the Pro Tem budget with the Presiding Judge, he decided that additional Pro Tem funding is needed. Through July, 2019, \$8222 of the \$10,000 budget has been spent.

3a. Options / Advantages:

All options are currently being utilized, including combining calendars with other Judges when there are absences.

3b. Cost savings:

None.

4a. Outcomes:

The outcome will be delivered at the time of court hearings when a Pro Tem Judge is present.

4b. Measures:

The efficient flow of cases and the smooth operation of the courts on days when there are Judicial absences

5a. Other Departments/Agencies:

None.

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

None.

6. Funding Source:

General fund.

Supplemental Budget Request

Status: Pending

District Court

Suppl ID # 2842

Fund 1

Cost Center 1300

Originator: Bruce Van Glubt

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Interpreter Funding Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6655	Interpreter Services	\$15,000
	Request Total		\$15,000

1a. Description of request:

Providing interpreters for all non-English speaking parties to a case, for all case types, is a constitutionally mandated service.

1b. Primary customers:

Non-English speaking parties to cases heard in District Court.

2. Problem to be solved:

Providing interpreters is a constitutionally mandated service. The current budget is \$60,761.00. Through July of this year the department has spent \$41,518.50. This means that at the current rate the department will over spend the budgeted amount by over \$11,000. Because of the unpredictable and uncontrollable nature of this expenses, the Presiding Judge was consulted. He stated that based on the cases that he is seeing in the courtroom, he is not convinced that 2019 is just an off year. He is specifically concerned that the level of expenses incurred this year may more likely be a new standard of expenses. Based on this feedback, this supplemental is being submitted.

3a. Options / Advantages:

None

3b. Cost savings:

None

4a. Outcomes:

All non-English speaking parties to a case will be provided with interpreters.

4b. Measures:

When all non-English speaking parties to a case have been provided interpreters.

5a. Other Departments/Agencies:

None, District Court arranges all interpreters for court hearings.

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

No.

6. Funding Source:

General fund.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2903

Fund 1

Cost Center 4025

Originator: T. Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Indigent Burial - Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$5,300
	Request Total		\$5,300

1a. Description of request:

Disposal of indigent remains is an obligation of the County as per RCW 36.39.030. After a 3 month waiting period to allow for the body to be identified and/or claimed. Ordinance 93-053 allows the County to cremate those remains that are indigent and unclaimed by family, church organizations and/or friends. Because the remains are unidentified the Medical Examiner has requested they be buried instead of cremated in the event they need to be exhumed at a later time.

Indigent Burial \$6,200.

Indigent Cremation \$ 803.

This unanticipated expense will exceed current budget limits.

1b. Primary customers:

2. Problem to be solved:

As per RCW 36.39.030 the County provides for the disposition of indigent remains. An annual budget of \$18,000 is usually sufficient. This year expenses are anticipated to exceed budget authority.

3a. Options / Advantages:

No other option.

3b. Cost savings:

n/a

4a. Outcomes:

Indigent burial is paid for by the County.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2758

Fund 130

Cost Center

Originator: T. Helms/M. Hilley

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: EMS 2019 Budget Adjustments

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9330	Medicaid Transformation	(\$100,000)
	4332.9340	GEMT Payment Program	(\$600,000)
	4333.8704	FEMA Military	\$510,600
	7210	Intergov Prof Svcs	\$49,324
	7210.001	Intergov Prof Svcs	\$31,000
	7210	Intergov Prof Svcs	(\$400,000)
	Request Total		(\$509,076)

1a. Description of request:

The 2019 Paramedic Training program was budgeted at \$625,000. With the support of an Assistance to Firefighters Grant (AFG) in the amount of \$566,600 much of that cost has been covered. The county budgeted the grant revenue not realizing it would be successfully awarded to the Bellingham Fire Department/City of Bellingham.

This budget supplemental includes the following adjustments:

Paramedic Training (130110):

Removes AFG Revenue that was received by the Bellingham Fire Dept. (not Whatcom County) - \$510,600

Reduces the expenditure authority for the Paramedic Training, costs incurred by grant recipient, BFD - \$400,000

Leaves a portion of AFG Revenue that is obligated by BFD for the Bellingham Technical College \$ 56,000

Community Paramedic (130115):

Increases revenue received from the Medicaid Transformation project (Accountable Communities of Health) \$100,000

EMS Administration Agreements with Advanced Life Support (ALS) Agencies Bellingham Fire Department (BFD) and Fire District 7 (FD7) (130100):

This budget supplemental addresses the Interlocal agreement between Whatcom County and the Bellingham Fire Department (City of Bellingham) for Advanced Life Support. Expenditure authority increased to include planned/unplanned man-made, natural catastrophe and/or weather events.

Last February, an extreme weather event occurred which prompted the deployment of Medic 5. This additional unit was deployed to the north region of the county to mitigate delayed response times. This unit was in place for 4 days. \$ 15,324

BFD:

Ground Emergency Medical Transport (GEMT) initial analysis increased cost \$ 19,000

Monday, October 21, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2758 Fund 130 Cost Center Originator: T. Helms/M. Hilley

Annual billing costs for GEMT \$ 15,000

FD7:

Ground Emergency Medical Transport (GEMT) initial analysis increased cost \$ 16,000

Annual billing costs for GEMT \$ 15,000

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

PARAMEDIC TRAINING - ASSISTANCE TO FIREFIGHTERS GRANT

This budget supplemental removes the revenue from the Assistance to Fire Fighters Grant that supported the Paramedic Training Program. The revenue was actually received by the Bellingham Fire department and most of the expenses were accrued by the Bellingham Fire Department. The EMS Levy Fund paid for the paramedic training expenses incurred by the Fire District 7 paramedic program students.

ACCOUNTABLE COMMUNITIES OF HEALTH (ACH)

State funding through the Medicaid Transformation program (ACH) has been awarded to the County for the Community Paramedic Program. That revenue increase is included in this budget adjustment.

PLANNED / UNPLANNED EXTRAORDINARY EVENTS

Additionally, this budget supplemental addresses the cost increases for an additional unit deployed for extraordinary circumstances resulting from the February 2019 extreme weather event.

GROUND EMERGENCY MEDICAL TRANSPORT (GEMT)

This budget supplemental also adjusts the costs incurred by Bellingham Fire Department and Fire Protection District No. 7 to participate in the Ground Emergency Medical Transport Medicaid Reimbursement program. Central Pierce Fire & Rescue contracted with AP Triton to work with the Health Care Authority to secure federal money to bring Ground Emergency Medical Transport (GEMT) reimbursement to Washington State. Fire Agencies that participated in that effort are now receiving retroactive reimbursement for eligible transports and will continue to see reimbursement through 2021. Invoices for the analysis and work provided through Pierce Fire & Rescue and their consultant AP Triton will be paid through the EMS Levy Fund. The Health Care Authority will continue to process the GEMT payments for Whatcom County EMS agencies.

The GEMT reimbursement program was developed with the expectation of a 5 year term and is anticipated to continue through 2021. The overall cost for participating in the GEMT program will be ~\$150k over 5 years. This investment is expected to result in additional fee revenue of over \$3M.

3a. Options / Advantages:

The 2019 EMS budget did not include the costs incurred by the ALS providers to pursue the Ground Emergency Medical Transport reimbursement. This budget supplemental provides the budget authority necessary to cover that expense.

3b. Cost savings:

n/a

4a. Outcomes:

Extraordinary and unplanned costs incurred by the ALS Providers can be paid through the EMS Levy Fund.

4b. Measures:

Invoices for services rendered will be paid.

5a. Other Departments/Agencies:

n/a

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

Monday, October 21, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Public Works

Stormwater

Suppl ID # 2989

Fund 324

Cost Center

Originator: Randy Rydel

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: BB Drive/PT Whitehorn Rd Drainage Imp REET

X

Department Head Signature (Required on Hard Copy Submission)

Date

10/22/19

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$200,000
	Request Total		\$200,000

1a. Description of request:

Whatcom County is constructing stormwater improvements along Birch Bay Drive between Holeman Ave and Pt. Whitehorn road. These project improvements include replacing aging storm pipe with 3,000 lineal feet of new pipe, installing 30 new catch basins, and a constructing a new outfall off of Pt. Whitethorn Road.

This project was identified as a high priority capital improvement project in the Central North Subwatershed Master Plan, the Six-Year Water Resources Improvement Program and by recommendation of the Birch Bay Watershed and Aquatic Resources Management (BBWARM) District Advisory Committee. The project is currently underway and is estimated to cost approximately 1.225M. Funding for this project consists primarily of BBWARM fund balance with a \$200,000 supplement from REET funds.

This request is to authorize the REET funding component of the project.

1b. Primary customers:

Pedestrians, bicyclers, cars, and residents of Birch Bay Drive residents in the area.

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

REET II (fund 324) will supply \$200k of funds to assist in funding of project while the remaining project costs have been covered by fund balance in the BBWARM Sub Flood Zone.

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

6. Funding Source:

REET Fund Balance

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2988

Fund 507

Cost Center 50712

Originator: Rob Ney

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: IT Emerg Back-up Generator Repairs Unanticipated

X



Department Head Signature (Required on Hard Copy Submission)

10/21/19
Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$11,523
	Request Total		\$11,523

1a. Description of request:

Administrative Services Information Technology (IT) has an emergency backup generator for the Data Center. This is a crucial piece of equipment that maintains consistency of the County's data network and files in the event of a power loss. This generator has encountered mechanical issues in the amount of \$11,523.17, including WSST, which required immediate repairs to ensure back-up capabilities. The expenditure of funds was unanticipated in the Facilities maintenance budget.

1b. Primary customers:

All of Whatcom County departments uses the capacity of the Data Center and benefits from the back up capabilities of the emergency generator.

2. Problem to be solved:

Immediate repair of the IT backup power generator to repair the failing controller on the Automatic Transfer Switch (ATS). This does not allow programing the date or time into the ATS, which prohibits the unit from scheduling run time exercises.

3a. Options / Advantages:

As this is a crucial piece of equipment for IT and Facilities, there is no other option that to repair the emergency generator. Repair to this generator allows consistent backup power to the data center.

3b. Cost savings:

There are not cost saving opportunities to repair this generator. Facilities has maintenance contracts that provide consistent preventative maintenance (PM) and repair of ALL of Whatcom County's backup generators. During the most recent PM service, this deficiency was discovered. This repair was unanticipated and is not included in our PM contract.

4a. Outcomes:

The funding will be put in place to replenish the funds spent to repair the generator out of the Facilities maintenance budget.

4b. Measures:

Repairs will be made.

5a. Other Departments/Agencies:

All Departments benefit from the Data Center and therefore, benefit from this repair.

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

Rob Ney

6. Funding Source:

General Fund

Monday, October 21, 2019

Rpt: Rpt Suppl Regular



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-553

File ID:	AB2019-553	Version:	1	Status:	Agenda Ready
File Created:	10/22/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Lummi Nation Ferry Lease Fund, Request No. 2

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$2,000,000 to be added to the project budget for Fund 338 - Lummi Nation Ferry Lease Fund. Budget will be used to continue funding eligible projects in accordance with the Uplands Lease Agreement.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Public Works
INTRODUCTION DATE: 11/06/19

ORDINANCE NO. _____

**AMENDMENT NO. 2 TO ORDINANCE NO. 2011-049 ESTABLISHING THE LUMMI NATION
FERRY LEASE FUND**

WHEREAS, the Lummi Nation Ferry Lease Fund was established through Ordinance 2011-049 and, in accordance with the terms of Uplands Lease Agreement for Lummi Island Ferry Service, was funded with a \$2,000,000 transfer from the Road Fund in November 2011 and another \$2,000,000 in December 2017, and

WHEREAS, the Lummi Nation, in accordance with the Lease Agreement, provided Public Works with a list of eligible projects which would be reimbursed at the rate of one dollar of County funds to one dollar of non-County funds, and

WHEREAS, amendment no. 1 established the project budget and added \$2,000,000 of expenditure authority in 2016, and

WHEREAS, the Lummi Nation has provided documentation to draw approximately \$1.7 million to date, and

WHEREAS, expenditure authority for the second \$2,000,000 is needed to accomplish payment of future reimbursements, and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2011-049 is hereby amended to add \$2,000,000 of expenditure authority, as described in Exhibit A, to the current project budget of \$2,000,000, for a total amended project budget of \$4,000,000.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM: 

() Approved () Denied

Civil Deputy Prosecutor

Jack Louws, County Executive
Date: _____

Lummi Nation Ferry Lease Fund - EXHIBIT A

Account	Descriptions	Current Project Budget	Amendment #2 to Ord. 2011- 049	Total Amended Project Budget
Expenditures				
7220	Intergovernmental Subsidies	\$2,000,000		\$2,000,000
7380	Other Improvements	\$0	\$2,000,000	\$2,000,000
		<u>\$2,000,000</u>	<u>\$2,000,000</u>	<u>\$4,000,000</u>
Revenues				
8301.108	Operating Transfer In	\$4,000,000	\$0	\$4,000,000
		<u>\$4,000,000</u>	<u>\$0</u>	<u>\$4,000,000</u>

Supplemental Budget Request

Public Works

Administration

Suppl ID # 2947 Fund 338 Cost Center 338100 Originator: Randy Rydel

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Amend #2 Funding Supp. Lummi Nation Lease Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7380	Other Improvements	\$2,000,000
	Request Total		\$2,000,000

1a. Description of request:

On October 27th 2011 Whatcom county entered into a Uplands Lease Agreement (#201111024) with the Lummi Nation. Part of the consideration for this lease is outlined in Section 3b of the lease which dedicated \$2 million of funds the first year and \$2 million in year five to be used according to Exhibit C of the lease. Public Works has determined that recently proposed projects from the Lummi Nation satisfy the conditions of eligibility outlined in Exhibit C.

When the 2nd payment of \$2 million was added to the fund, expenditure authority to spend it was not sought. To date the Lummi Nation has requested approximately \$1.7 million. It is expected that they will continue to move forward with funding requests for approved projects. In anticipation of these requests, we request expenditure authority for the additional \$2 million of funds set aside per the terms of this lease.

1b. Primary customers:

Lummi Island residents are the primary beneficiary of the Uplands Lease Agreement as it allows continued sailings of the Whatcom Chief and access to Lummi Island.

2. Problem to be solved:

Whatcom County needed access to a convenient ferry terminal for ferry service to Lummi Island. The terminal resides on Lummi Nation land. To address this problem, Whatcom County entered into a lease agreement for access to the terminal.

3a. Options / Advantages:

This contract was already signed and executed. It is now time to make the first round of payments per the terms of the contract.

3b. Cost savings:

None

4a. Outcomes:

Part of the contract will be fulfilled.

4b. Measures:

Payment will be made to reimburse 50% of each project invoice up to an aggregate of \$4 million. Invoices will be submitted to Whatcom County Public Works for review before reimbursements will be made.

5a. Other Departments/Agencies:

No

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

6. Funding Source:

Friday, September 27, 2019

Rpt: Rpt Suppl Regular



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-562

File ID:	AB2019-562	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Amending the Project Budget for the Criminal Justice Integrated Case Management Systems Fund, Request No. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$200,000 for purchase of case management systems for the Public Defender and Prosecuting Attorney.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: 11/06/19

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE CRIMINAL JUSTICE
INTEGRATED CASE MANAGEMENT SYSTEMS FUND, REQUEST NO. 1**

WHEREAS, Ordinance No. 2014-084 established the project budget to procure and implement new case management systems in the Prosecutor's Office, Juvenile Court and District Court Probation; and

WHEREAS, Juvenile Court acquired their system through the Washington State Administrative Office of the Courts and District Court Probation acquired a web based case management subscription service; and

WHEREAS, the Public Defender's Office is also in need of a new case management system and both the Prosecuting Attorney and Public Defender have actively been researching available software solutions, and

WHEREAS, the current project budget has approximately \$550,000 remaining expenditure authority; however, based on budgetary quotes from likely vendors, there is not enough funding available in the project budget to replace both the Prosecutor's and the Public Defender's systems; and

WHEREAS, funding is available from the General Fund to provide additional support to the project budget,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-084 is hereby amended by adding \$200,000 of expenditure authority effective January 1, 2020, as described in Exhibit A, to the current project budget of \$600,000, for a total amended project budget of \$800,000.

ADOPTED this ____ day of _____, 2019.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive
Date: _____

CRIMINAL JUSTICE INTEGRATED CASE MANAGEMENT SYSTEMS - FUND 368
EXHIBIT A

Account	Descriptions	Current Project Budget	Amendment #1 to Ord. 2014- 084	Total Amended Project Budget
Expenditures				
7420	Computer - Capital Outlays	\$600,000	\$200,000	\$800,000
		<u>\$600,000</u>	<u>\$200,000</u>	<u>\$800,000</u>
Revenues				
8301.001	Operating Transfer In	\$600,000	\$200,000	\$800,000
		<u>\$600,000</u>	<u>\$200,000</u>	<u>\$800,000</u>

Supplemental Budget Request

Status: Pending

Administrative Services

Information Technology

Suppl ID # 2940 Fund 368 Cost Center 368100 Originator: Perry Rice

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Public Defender\Prosecutor CMS Implementation

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$200,000
	8301.001	Operating Transfer In	(\$200,000)
	Request Total		\$0

1a. Description of request:

Additional funding is needed to procure and implement new case management systems for the Public Defender and Prosecutor.

1b. Primary customers:

Public Defender, Prosecutor, Courts, Local Law Enforcement, Private Attorneys

2. Problem to be solved:

The existing Criminal Justice Integrated Case Management Systems project budget has approximately \$550,000. Both the Public Defender and Prosecutor have been actively reaching out to their counterparts in other counties and conducting demonstrations of leading software with vendors. Based on budgetary quotes from likely vendors, there is not enough funding in the project budget to replace both systems.

Both the Public Defender and Prosecutor continue to be reliant on paperbased case files along with limited software applications that were developed over 25-years ago that are woefully out of date. Modern case management systems are desperately needed in both offices to help meet case loads.

3a. Options / Advantages:

Alternative Considered: Fully funding only one system.

Both offices, Public Defender and Prosecutor, need a modern case management system and tools on par with each other for their respective roles in the Criminal Justice System.

3b. Cost savings:

Attorneys in both offices will have modern electronic systems to help keep up with increasing case loads.

4a. Outcomes:

Both the Public Defender and Prosecutor will have a modern case management system in 2020/2021.

4b. Measures:

Attorney access to information and the exchange of information within the criminal justice system will increase.

5a. Other Departments/Agencies:

Sheriff's Office and other law enforcement agencies will need to assist with integration between case management and evidence systems with Prosecutor's system.

Public Defender and Prosecutor will need to assist each other with an integration between their systems.

State Administrative Office of Courts (AOC), Superior Court and District Court will need to assist both

Supplemental Budget Request

Status: Pending

Administrative Services

Information Technology

Suppl ID # 2940

Fund 368

Cost Center 368100

Originator: Perry Rice

Public Defender and Prosector with integrations.

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

Prosecutor's Office - Vanessa Martin - Co-Project Lead for the Prosecutor implementation

Public Defender's Office - Julie Wiles \ Brenda Beeman - Co-Project Leads for the Public Defender implementation

6. Funding Source:

General Fund



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-564

File ID:	AB2019-564	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the Project Budget for the Lake Whatcom Park Trail Development Fund, Request No. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request Council approval for additional budget authority of \$452,025 for Lake Whatcom Park trailhead improvements and to connect the Chanterelle Trail to the Hertz Trail.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: 11/06/19

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE LAKE WHATCOM PARK
TRAIL DEVELOPMENT FUND, REQUEST NO. 1**

WHEREAS, Ordinance No. 2016-056 established the project budget to develop trails in Lookout Mountain Forest Preserve and Lake Whatcom Park Recreational Trail Plan; and

WHEREAS, over 12 miles of trails have been constructed/reconstructed to date; and

WHEREAS, additional budget authority is needed to complete Lake Whatcom Park trailhead improvements, and

WHEREAS, additional budget authority is also needed to connect the Chanterelle Trail to the Hertz Trail as the next phase of trail development; and

WHEREAS, funding is available from Real Estate Excise Tax II Fund to provide additional support to the project budget,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2016-056 is hereby amended by adding \$452,025 of expenditure authority effective January 1, 2020, as described in Exhibit A, to the current project budget of \$443,000, for a total amended project budget of \$895,025.

ADOPTED this ____ day of _____, 2019.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive
Date: _____

LAKE WHATCOM PARK TRAIL DEVELOPMENT FUND - FUND 373**EXHIBIT A**

Account	Descriptions	Current Project Budget	Amendment #1 to Ord. 2016- 056	Total Amended Project Budget
Expenditures				
6120		\$0	\$20,400	\$20,400
6190		\$0	\$39,900	\$39,900
6230		\$0	\$1,306	\$1,306
6269		\$0	\$61	\$61
7380	Other Improvements	\$443,000	\$390,358	\$833,358
		<u>\$443,000</u>	<u>\$452,025</u>	<u>\$895,025</u>
Revenues				
8301.324	Operating Transfer In	\$443,000	\$452,025	\$895,025
		<u>\$443,000</u>	<u>\$452,025</u>	<u>\$895,025</u>

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2794

Fund 373

Cost Center 373200

Originator: Rod Lamb

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Lake Whatcom Park Trailhead Improvements

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$39,900
	7380	Other Improvements	\$312,125
	8301.324	Operating Transfer In	(\$352,025)
	Request Total		\$0

1a. Description of request:

This budget supplemental requests funding to complete preliminary design, engineering and permitting assistance for a trailhead improvements at Lake Whatcom Park. The design and engineering effort will focus on improvements that address parking deficiencies and evaluate strategies to add additional capacity. The project will include installing new and repurposing existing restroom buildings, covered shelter, and stormwater treatment to protect water quality, restoration plantings, signage and pedestrian improvements.

1b. Primary customers:

Whatcom County residents and visitors to Whatcom County are the primary customers of this proposed improvement project. Reduction of on-street parking, congestion and activity will benefit neighborhood residents in the immediate area..

2. Problem to be solved:

The current trailhead at Lake Whatcom Park is undersized for current use. In 2018, over 155,492 visitors used the park. The existing gravel parking areas are commonly at capacity, causing park visitors to park along the shoulders of North Shore Road, as well as other areas not designed to accommodate vehicles. This creates a potentially hazardous situation, where park visitors and residents safety are at risk.

Expanded parking will be designed to accommodate current and projected use so that conflict between park visitors, neighboring residents and vehicles are minimized. Additionally, the improved parking facility will include the latest stormwater treatment prescribed by the Dept. of Ecology. Inclusion of improved stormwater treatment will help protect Lake Whatcom water quality.

3a. Options / Advantages:

The County could decide to maintain the existing facility rather than improve it to accommodate current and anticipated use, however visitor counts indicate a growing trend of increased use at Lake Whatcom Park. Issues with insufficient parking and restrooms will only continue to worsen in the future.

3b. Cost savings:

N/A

4a. Outcomes:

This effort will complete preliminary design and engineering for the Lake Whatcom Park trailhead. The effort will include a site survey, regulatory requirement review, 30% design and a preliminary estimate of construction costs.

4b. Measures:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2794

Fund 373

Cost Center 373200

Originator: Rod Lamb

The project will conclude when the consultant provides Whatcom County with a 30% design submittal that includes a site survey, site improvement plan, details and preliminary estimate of construction costs.

5a. Other Departments/Agencies:

Yes, the project will include permit review and approval from Planning & Development Services. Public Works Engineering will also be responsible for ensuring the proposed trailhead improvements meet current county development standards.

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

Unknown at this time.

6. Funding Source:

Requesting a Project Budget to be funded by REET II. This will be a multi-year project.

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2844

Fund 373

Cost Center 373100

Originator: Christ Thomsen

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Lake Whatcom Trail Development

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6120	Extra Help	\$20,400
	6230	Social Security	\$1,306
	6269	Unemployment-Interfund	\$61
	7380	Other Improvements	\$78,233
	8301.324	Operating Transfer In	(\$100,000)
	Request Total		\$0

1a. Description of request:

This request is for \$100,000 in additional funding for the implementation of the Lookout Mountain Forest Preserve and Lake Whatcom Park Recreation Trail Plan.

Initial funding of \$443,000 for this project based budget was provided by ASR 2017-5636. To date, more than 12 miles of trail have been constructed / reconstructed within Lake Whatcom Park and Lookout Mountain Forest Preserve. Trail construction has been completed through a combination of contracted work, force account resources, and volunteer efforts.

Construction of the second leg of the Chanterelle trail will be completed at the conclusion of the 2019 trail construction season. The next phase of trail construction is planned to connect the Chanterelle Trail to the Hertz Trail. This work is anticipated to take up to two seasons to complete; during years 2020 and 2021.

Approximately \$75,000 remains in the project budget and an estimated \$175,000 is needed to adequately fund 2020 construction efforts. It is anticipated that these funds will provide for the construction of up to 3.5 miles of new trail.

1b. Primary customers:

The over 185,000 Whatcom County citizens and visitors that utilize Lake Whatcom Park trails annually.

2. Problem to be solved:

Additional funding is required to continue the implementation of the Lookout Mountain Forest Preserve and Lake Whatcom Park Recreational Trail Plan.

3a. Options / Advantages:

The County could chose not to continue or defer funding implementation of the trail plan or to pursue trail construction though other mechanisms such as grant funding or greater reliance on volunteer efforts.

The combination of contract work, force account resources, and volunteers efforts has proven to be a successful model for cost efficient trail construction that engages volunteers and community groups.

The use of REET II funds provides a consistent and reliable fund source for ongoing implementation of the trail plan.

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2844

Fund 373

Cost Center 373100

Originator: Christ Thomsen

3b. Cost savings:

This Budget Supplemental is not a cost savings proposal and no cost savings are anticipated. Benefits will be seen through sustainable trail design and construction that results in lowered trail maintenance costs over time.

4a. Outcomes:

Construction of the trail connecting the Chanterelle and Hertz trails is initiated in 2020 with the first leg of construction being completed during the 2020 construction season. This is anticipated to be up to 3.5 miles of new trail construction.

4b. Measures:

Construction of the trail connecting the Chanterelle and Hertz trails is initiated in 2020.

5a. Other Departments/Agencies:

Planning and Development Services is responsible for reviewing trail construction plans under the Department's programmatic permit issued for this project.

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

Not applicable.

6. Funding Source:

REET II



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-565

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Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Amending the 2020 Whatcom County Budget, Request No. 1, in the amount of \$18,918,279

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #1 requests funding from the General Fund:

1. To move \$1,811,197 out of Non-Departmental wage and benefit reserves to distribute to all General Fund departments in accordance with 2020 wage and benefit settlements.
2. To appropriate \$60,000 in Assessor to fund high value appeal defense - professional services.
3. To appropriate \$30,000 in District Court to fund increases in interpreter and Pro Tem Judge services.
4. To appropriate \$51,407 in District Court Probation to fund .5 FTE Probation Officer increase to 1 FTE.
5. To appropriate \$90,000 in District Court Probation to fund domestic violence perpetrator program from transfer in from the Behavior Health Programs Fund.
6. To record decrease of \$106,562 in Executive as a result of Director of Administrative Services wage and benefit reallocation.
7. To appropriate \$549,015 in Health to move mental health and developmental disability millage funds back to the General Fund.
8. To appropriate \$282,823 in Health to fund various substance use programs funded grant proceeds.
9. To appropriate \$10,000 in Health to fund severe weather shelter support.

10. To appropriate \$200,000 in Health to fund housing renovation projects for individuals with developmental disabilities.
11. To appropriate \$87,369 in Juvenile to fund OCVA CASA grant program.
12. To appropriate \$634,856 in Non-Departmental to fund transfer to the Jail Fund and the Election Reserve Fund to support mid-biennium adjustments.
13. To appropriate \$5,900 in Parks to fund increased ER&R rate on dump truck and additional senior center extra help hours.
14. To appropriate \$63,032 in Prosecuting Attorney to fund increase of a .6 FTE Sr Deputy II position to a 1 FTE.
15. To appropriate \$96,088 in Public Defender to fund the addition of a 1 FTE Deputy I position.
16. To appropriate \$67,017 in Sheriff to fund Crisis Negotiation team training, polygraph operator training, community relations consultant contract and a Lexipol policy management system.
17. To appropriate \$15,000 in WSU Extension to fund solid waste program expansion.

From the Road Fund:

18. To appropriate \$77,000 in Public Works - Admin to fund Road Fund's portion of CosMos Model funding and 2020 Ferry Program wage supplement.
19. To appropriate \$10,401,396 in Public Works - Construction to fund 2020 Annual Road Program.
20. To appropriate \$148,718 in Public Works - M&O to fund 2 FTEs Road Maintenance Workers.
21. To appropriate \$273,500 in Public Works - M&O to fund transfers to ER&R for vehicle additions, upgrades and new salt & sand bunkers.
22. To appropriate \$50,000 in Public Works - M&O to fund a sign roller flatbed and sign cutter/printer replacement.
23. To appropriate \$45,000 in Public Works - NPDES to fund transfer to ER&R for vehicle addition and annual ER&R maintenance/replacement fees.

From the Election Reserve Fund:

24. To appropriate \$207,326 to fund Presidential Primary and increased election costs from grant funding and general fund transfer in.

From the Veteran's Relief Fund:

25. To appropriate \$3,906 to fund 2020 wage and benefit settlements.

From the Whatcom County Jail Fund:

26. To appropriate \$150,000 to fund additional contract beds.
27. To appropriate \$9,000 to fund increased Black Rock (Wave) fiber connection costs.
28. To appropriate \$373,006 to fund increased inmate medical program costs.
29. To appropriate \$29,191 to fund Lexipol policy management system.
30. To record \$552,856 transfer in from the General Fund to cover all mid-biennium expenditure requests.

From the Homeless Housing Fund:

- 31. To appropriate \$3,054 to fund 2020 wage and benefit settlements
- 32. To decrease 2020 appropriation by \$390,000 due to decreased homeless housing surcharge revenues.

From the Stormwater Fund:

- 33. To appropriate \$40,000 to fund Lake Whatcom on-site septic system impact assessment from Flood transfer in.

From the Behavioral Health Programs Fund:

- 34. To appropriate \$210,000 in Health to fund GRACE Program services from local grant proceeds.
- 35. To appropriate \$48,000 in Health to fund CDE Medical Outreach vehicle purchase transfer to ER&R.
- 36. To appropriate \$1,317,047 in Health to fund additional behavioral health services.
- 37. To appropriate \$3,340 in Superior Court - Drug Court to fund 2020 wage and benefit settlements.

From the Mental Health & Developmental Disabilities Fund:

- 38. To appropriate \$648,000 to move budget authority back to the General Fund.

From the Swift Creek Sediment Management Fund:

- 39. To appropriate \$665,000 to fund 2020 budget.

From the Solid Waste Fund:

- 40. To appropriate \$25,309 to fund 2020 wage and benefit settlements.
- 41. To appropriate \$25,000 to fund Disposal of Toxics facility maintenance.
- 42. To appropriate \$133,445 to fund solid waste comp plan update.
- 43. To appropriate \$475,000 to fund Point Roberts solid waste collection services from fee revenues.
- 44. To appropriate \$126,775 to fund waste reduction and recycling program expansion.

- 45. To appropriate \$5,950 to fund EnviroStars program annual dues.

From the Whatcom County Convention Center (Lodging Tax) Fund:

- 46. To appropriate \$565,775 to fund wayfinding project.

From the Community Development Fund:

- 47. To appropriate \$6,000 to fund on-site septic system rebate program expansion.

From the Emergency Management Fund:

- 48. To appropriate \$10,693 to fund 2020 wage and benefit settlements.

From the Real Estate Excise Tax II Fund:

- 49. To appropriate \$425,025 to fund transfer in support of Lake Whatcom Park projects.

From the Real Estate Excise Tax I Fund:

- 50. To appropriate \$115,000 to fund carpeting and repainting the Public Defender building.

From the Public Utilities Improvement (EDI) Fund:

- 51. To appropriate \$113,824 to increase funding for the Tri-Funder Agreement for economic development.

52. To appropriate \$500,000 to fund Housing Affordable impact fee loan program.

From the Ferry Fund:

53. To appropriate \$60,000 to fund 2020 Ferry wage supplement.

From the Equipment Rental & Revolving (ER&R) Fund:

54. To appropriate \$476,000 to fund additional salt & sand bunkers for M&O, vehicle additions and upgrades for M&O, NPDES, Parks, AS-Facilities and Health.

55. To appropriate \$250,000 to fund increased shop rates offset by intrafund revenues in ER&R.

From the Administrative Services Fund:

56. To appropriate \$106,562 in AS-Admin to fund Director of Administrative Services wage and benefit re-allocation.

57. To appropriate \$107,420 in AS-Facilities to fund snow and ice removal equipment, purchase of 3 used surplus vehicles, ongoing fuel and maintenance costs for the vehicles, and re-appropriation of funding for a shared (with M&O) bucket truck.

58. To appropriate \$200,000 in AS-Tort to fund increase in general liability insurance premiums.

59. To appropriate \$25,000 in AS-Human Resources to fund additional professional negotiator services.

60. To appropriate \$20,000 in AS-Information Technology to fund Microsoft E-mail Advanced Threat Protection service.

In the Affordable & Supportive Housing Fund:

61. To record \$800,000 new housing fund revenues.

In addition, Supplemental #1 contains changes to Exhibit B - Capital Appropriations and Exhibit C - Position Control Changes due to approved mid-biennium requests.

HISTORY OF LEGISLATIVE FILE

Date:

Acting Body:

Action:

Sent To:

ORDINANCE NO.
AMENDMENT NO. 1 OF THE 2020 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 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Assessor	220,822	-	220,822
Auditor	27,352	-	27,352
Council	43,732	-	43,732
Clerk	148,827	-	148,827
District Court	185,883	-	185,883
District Court Probation	237,278	(90,000)	147,278
Executive	(60,466)	-	(60,466)
Health	1,315,023	(857,026)	457,997
Hearing Examiner	5,479	-	5,479
Juvenile	233,468	(87,369)	146,099
Parks	81,060	-	81,060
Planning and Development Services	179,224	-	179,224
Prosecuting Attorney	249,777	-	249,777
Public Defender	159,874	-	159,874
Sheriff	136,477	(11,722)	124,755
Superior Court	93,298	-	93,298
Treasurer	21,925	-	21,925
Extension	26,325	(15,000)	11,325
Non-Departmental	(1,176,341)	-	(1,176,341)
Total General Fund	2,129,017	(1,061,117)	1,067,900
Road Fund	10,995,614	(3,011,000)	7,984,614
Election Reserve Fund	207,326	(207,326)	-
Veteran's Relief Fund	3,906	-	3,906
Jail Fund	561,197	(561,197)	-
Homeless Housing Fund	(386,946)	390,000	3,054
Stormwater Fund	40,000	(40,000)	-
Behavioral Health Programs Fund	1,578,387	(710,000)	868,387
Mental Health & Developmental Disabilities Fund	(648,000)	648,000	-
Swift Creek Sediment Management	665,000	(665,000)	-
Solid Waste Fund	791,479	(475,000)	316,479
WC Convention Center Fund (Lodging Tax Fund)	565,775	-	565,775
Community Development Fund	6,000	-	6,000
Emergency Management Fund	10,693	-	10,693
Real Estate Excise Tax II Fund	425,025	-	425,025
Real Estate Excise Tax I Fund	115,000	-	115,000
Public Utilities Improvement (EDI) Fund	613,824	-	613,824
Ferry Fund	60,000	(27,000)	33,000
Equipment Rental & Revolving Fund	726,000	(671,000)	55,000
Administrative Services Fund	458,982	-	458,982
Affordable & Supportive Housing Fund	-	(800,000)	(800,000)
Total Supplemental	18,918,279	(7,190,640)	11,727,639

BE IT FURTHER ORDAINED by the Whatcom County Council that the Capital Appropriations listing be amended as presented in the attached Exhibit B.

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control Changes in the 2019-2020 Budget Ordinance should also be amended to provide for the following FTE changes:

- Increase .5 Probation Officer to 1 FTE in District Court Probation
- Increase .6 Deputy to 1 FTE in Prosecuting Attorney
- Add 1 FTE Deputy in Public Defender
- Add 2 FTEs Road Maintenance Worker in Public Works – M&O

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Chair of Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 1				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Assessor	To fund 2020 wage and benefit settlements	160,822	-	160,822
Assessor	To fund high value appeal defense - professional services	60,000	-	60,000
Auditor	To fund 2020 wage and benefit settlements	27,352	-	27,352
Council	To fund 2020 wage and benefit settlements	43,732	-	43,732
Clerk	To fund 2020 wage and benefit settlements	148,827	-	148,827
District Court	To fund 2020 wage and benefit settlements	155,883	-	155,883
District Court	To fund interpreter increase	15,000	-	15,000
District Court	To fund pro tem increase	15,000	-	15,000
District Court Probation	To fund 2020 wage and benefit settlements	95,871	-	95,871
District Court Probation	To fund Probation Officer .5 to 1 FTE increase	51,407	-	51,407
District Court Probation	To fund domestic violence perpetrator program	90,000	(90,000)	-
Executive	To fund 2020 wage and benefit settlements	46,096	-	46,096
Executive	To record Director of Administrative Services wage and benefit reallocation	(106,562)	-	(106,562)
Health	To fund 2020 wage and benefit settlements	280,113	-	280,113
Health	To move mental health millage funds back to the general fund	268,902	(324,000)	(55,098)
Health	To move developmental disability millage funds back to the general fund	273,185	(324,000)	(50,815)
Health	To reduce indirect transfer from Fund 127	-	105,913	105,913
Health	To fund 2020 criminal justice treatment from grant proceeds	159,090	(175,000)	(15,910)
Health	To fund NSASO dedicated marijuana revenue programs	75,852	(83,438)	(7,586)
Health	To fund DOH youth marijuana prevention programs from grant proceeds	41,380	(50,000)	(8,620)
Health	To fund severe weather shelter support	10,000	-	10,000
Health	To fund NSASO substance use block grant program increase	6,501	(6,501)	-
Health	To fund housing renovation projects for individuals with developmental disabilities	200,000	-	200,000
Hearing Examiner	To fund 2020 wage and benefit settlements	5,479	-	5,479
Juvenile	To fund 2020 wage and benefit settlements	146,099	-	146,099
Juvenile	To fund continuation of OCVA CASA grant program	87,369	(87,369)	-
Non-Departmental	To distribute 2020 General Fund wage reserve	(1,811,197)	-	(1,811,197)
Non-Departmental	To fund transfer for Jail mid-biennium requests	552,856	-	552,856
Non-Departmental	To fund transfer to Elections for mid-biennium requests	82,000	-	82,000
Parks	To fund 2020 wage and benefit settlements	75,160	-	75,160
Parks	To fund increased ER&R rate for dump truck	3,900	-	3,900
Parks	To fund senior center extra help additional hours	2,000	-	2,000
Planning and Development Services	To fund 2020 wage and benefit settlements	179,224	-	179,224

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 1				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Prosecuting Attorney	To fund 2020 wage and benefit settlements	186,745	-	186,745
Prosecuting Attorney	To fund increase of .6 FTE Sr Deputy II position to 1 FTE	63,032	-	63,032
Public Defender	To fund 2020 wage and benefit settlements	63,786	-	63,786
Public Defender	To fund addition of 1 FTE Deputy I	96,088	-	96,088
Sheriff	To fund 2020 wage and benefit settlements	69,460	-	69,460
Sheriff	To fund Crisis Negotiation Team training	10,000	-	10,000
Sheriff	To re-appropriate funding for polygraph operator training	8,600	-	8,600
Sheriff	To fund community relations consultant contract	15,000	-	15,000
Sheriff	To fund Lexipol policy management system	33,417	(11,722)	21,695
Superior Court	To fund 2020 wage and benefit settlements	93,298	-	93,298
Treasurer	To fund 2020 wage and benefit settlements	21,925	-	21,925
Extension	To fund 2020 wage and benefit settlements	11,325	-	11,325
Extension	To fund solid waste program expansion	15,000	(15,000)	-
Total General Fund		2,129,017	(1,061,117)	1,067,900
Road Fund				
Public Works - Admin	To fund CosMos Model Funding - Road Fund contribution	50,000	-	50,000
Public Works - Admin	To fund Road Fund portion of Ferry Program wage supplement.	27,000	-	27,000
Public Works - Construction	To fund the 2020 Annual Road Program	10,401,396	(3,011,000)	7,390,396
Public Works - M&O	To fund additional Road Maintenance Worker FTE - #1	74,359	-	74,359
Public Works - M&O	To fund additional Road Maintenance Worker FTE - #2	74,359	-	74,359
Public Works - M&O	To re-appropriate funding for shared bucket truck - ASR2019-2967	57,500	-	57,500
Public Works - M&O	To fund transfer to ER&R for additional salt & sand bunkers.	90,000	-	90,000
Public Works - M&O	To fund upgrade request for #203 1993 GMC 3500 2wd	21,000	-	21,000
Public Works - M&O	To fund upgrade request for #216 truck mounted compressor	15,000	-	15,000
Public Works - M&O	To fund new 1/2 ton 4X4 extended cab pickup truck #1	45,000	-	45,000
Public Works - M&O	To fund new 1/2 ton 4X4 extended cab pickup truck #2	45,000	-	45,000
Public Works - M&O	To fund sign roller flatbed	30,000	-	30,000
Public Works - M&O	To fund sign cutter/printer replacement	20,000	-	20,000
Public Works - NPDES	To fund small pickup or SUV	42,000	-	42,000
Public Works - NPDES	To fund ER&R for small pickup or SUV	3,000	-	3,000
Total Road Fund		10,995,614	(3,011,000)	7,984,614
Election Reserve Fund	To fund mid-year supplemental	207,326	(207,326)	-
Veteran's Relief Fund	To fund 2020 wage and benefit settlements	3,906	-	3,906

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 1				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Jail Fund				
Jail	To fund additional contract beds	150,000	-	150,000
Jail	To fund Black Rock (Wave) differential	9,000	-	9,000
Jail	To fund additional health care services	20,000	-	20,000
Jail	To fund MAT program	25,000	-	25,000
Jail	To fund additional hospital costs	85,000	-	85,000
Jail	To fund additional Medic One costs	15,000	-	15,000
Jail	To fund NWRC contract increase	63,006	-	63,006
Jail	To fund additional psychiatric medications	150,000	-	150,000
Jail	To fund ARNP hours increase	10,000	-	10,000
Jail	To fund emergency room doctors increase	5,000	-	5,000
Jail	To fund Lexipol policy management system	29,191	(8,341)	20,850
Jail	To record transfer in from General Fund	-	(552,856)	(552,856)
Total Jail Fund		561,197	(561,197)	-
Homeless Housing Fund				
Health	To fund 2020 wage and benefit settlements	3,054	-	3,054
Health	To decrease housing support services revenues	(390,000)	390,000	-
Total Homeless Housing Fund		(386,946)	390,000	3,054
Stormwater Fund	To fund Lake Whatcom on-site septic system impact assessment	40,000	(40,000)	-
Behavioral Health Programs Fund				
Health	To fund GRACE services from City of Bellingham funding	140,000	(140,000)	-
Health	To fund GRACE services from Peace Health funding	50,000	(50,000)	-
Health	To fund CDE Medical Outreach vehicle purchase	48,000	-	48,000
Health	To fund additional behavioral health services	1,317,047	(500,000)	817,047
Health	To fund GRACE services from North Sound ACH funding	20,000	(20,000)	-
Superior Court	To fund Drug Court 2020 wage and benefit settlements	3,340	-	3,340
Total Behavioral Health Programs Fund		1,578,387	(710,000)	868,387
Mental Health & Developmental Disabilities Fund				
Health	To move mental health millage budget	(324,000)	324,000	-
Health	To move developmental disability millage budget	(324,000)	324,000	-
Total Mental Health & Developmental Disabilities Fund		(648,000)	648,000	-
Swift Creek Sediment Management	To record 2020 budget	665,000	(665,000)	-

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 1				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Solid Waste Fund				
Health	To fund 2020 wage and benefit settlements	25,309	-	25,309
Health	To fund Disposal of Toxics facility maintenance	25,000	-	25,000
Health	To fund solid waste comprehensive plan update	133,445	-	133,445
Health	To fund Pt Roberts solid waste collection services	475,000	(475,000)	-
Health	To fund waste reduction and recycling program expansion	126,775	-	126,775
Health	To fund EnviroStars program annual dues	5,950	-	5,950
Total Solid Waste Fund		791,479	(475,000)	316,479
WC Convention Center Fund (Lodging Tax Fund)	To fund wayfinding project	565,775	-	565,775
Community Development Fund	To fund on-site septic system rebate program expansion	6,000	-	6,000
Emergency Management Fund	To fund 2020 wage and benefit settlements	10,693	-	10,693
Real Estate Excise Tax II Fund	To fund transfer in support of Lake Whatcom Park projects	425,025	-	425,025
Real Estate Excise Tax I Fund				
Facilities	To fund carpet for the Public Defender building	65,000	-	65,000
Facilities	To fund repaint of Public Defender building	50,000	-	50,000
Total Real Estate Excise Tax I Fund		115,000	-	115,000
Public Utilities Improvement (EDI) Fund				
Non-Departmental	To increase funding for Tri-Funder Agreement for economic development	113,824	-	113,824
Non-Departmental	To fund Housing Affordable impact fee loan program	500,000	-	500,000
Total Public Utilities Improvement (EDI) Fund		613,824	-	613,824
Ferry Fund	To fund 2020 Ferry wage supplement	60,000	(27,000)	33,000
Equipment Rental & Revolving Fund				
Public Works - Equipment Services	To fund additional bunkers for salt and sand storage	90,000	(90,000)	-
Public Works - Equipment Services	To re-appropriate funding for Facilities/M&O shared bucket truck	115,000	(115,000)	-
Public Works - Equipment Services	To fund addition of CDE Medical Outreach vehicle	48,000	(48,000)	-
Public Works - Equipment Services	To fund addition of NPDES vehicle	42,000	(42,000)	-
Public Works - Equipment Services	To fund addition of road crew leader pickup #1	45,000	(45,000)	-
Public Works - Equipment Services	To fund addition of road crew leader pickup #2	45,000	(45,000)	-
Public Works - Equipment Services	To fund upgrade of vehicle #203 replacement	21,000	(21,000)	-
Public Works - Equipment Services	To fund upgrade of #216 truck mounted compressor replacement	15,000	(15,000)	-
Public Works - Equipment Services	To record revenue for shop rate increase - intrafund #1	-	(250,000)	(250,000)
Public Works - Equipment Services	To fund shop rate increase - intrafund #2	250,000	-	250,000
Public Works - Equipment Services	To fund upgrade of Parks vehicle #887	55,000	-	55,000
Total Equipment Rental & Revolving Fund		726,000	(671,000)	55,000

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 1				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Administrative Services Fund				
AS - Administration	To fund Director of Administrative Services wage & benefit re-allocation	106,562	-	106,562
AS - Facilities	To fund snow and ice removal equipment	28,000	-	28,000
AS - Facilities	To fund 3 new "used"/surplus vehicles from ER&R Fleet	18,000	-	18,000
AS - Facilities	To fund ongoing costs for fleet vehicles	3,920	-	3,920
AS - Facilities	To fund Facilities portion of shared bucket truck	57,500	-	57,500
AS - Human Resources/Tort	To fund increase in general liability insurance premiums	200,000	-	200,000
AS- Human Resources	To fund additional professional negotiator services	25,000	-	25,000
AS - Information Technology	To fund Microsoft E-mail Advanced Threat Protection service	20,000	-	20,000
Total Administrative Services Fund		458,982	-	458,982
Affordable & Supportive Housing Fund	To record new housing fund revenue	-	(800,000)	(800,000)
Total Supplemental		18,918,279	(7,190,640)	11,727,639

Exhibit B

Capital Appropriations 2019-2020 Budget

Department	Fund	ASR		Capital Description	Budget		
		Base Budget			Year	Cost	
AS Info Services	Admin Services	5745	General Government Equipment and Software			2020	\$ 160,000
	Sheriff - Corrections	Drug Fund	5894	Enterprise Backup to Disk System	2020	\$ 169,625	
				Mail Screening Machine		\$ 329,625	
Total							
Facilities	REET I	Base Bgt	General Government Facilities Improvements			2020	\$ 65,000
	REET I	Base Bgt	Carpet Replacement	2020	\$ 50,000		
	REET I	5866	Interior Painting	2020	\$ 50,000		
	REET I	2808	Asphalt Patching/Sidewalk Repairs	2020	\$ 65,000		
	REET I	2809	Carpet Public Defender Building	2020	\$ 50,000		
			Repaint Public Defender Building		\$ 280,000		
Total							
Parks	REET II	6054	Parks Improvements			2020	\$ 57,200
	Parks	REET II	5977	Semiahmoo Siding and Paint	2020	\$ 25,000	
				Parks Site Furnishings		\$ 82,200	
Total							
Public Works	ER&R	2831	Equipment Rental and Revolving Fund Facility			2020	\$ 90,000
	Total		Improv & Operating Equipment				\$ 90,000
				Additional bunkers for salt & sand storage			
Non-Departmental	REET II	6113	Transfers - Capital Budget Appropriation Ordinances *			2020	\$ 1,703,700
	Non-Departmental	General Fund	6104	Transfer In Support of Silver Project Budget	2020	\$ 900,000	
				Transfers In Support of Capital Projects		\$ 2,603,700	

* the following transfers are included in the 2019-2020 budget to provide funding for planned projects . Authority to establish a project fund and budget or amend an existing capital project budget will be requested from the Whatcom County Council in separate capital budget appropriation ordinances.

Exhibit B
Capital Appropriations
2019-2020 Budget

Dept/Div	Fund	Description of Assets to be Purchased	Budget		Assets Being Replaced	Year	Replaced Equip #
			Footnote	Year			
Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions							
AS-Facilities	ER&R	Bucket Truck (1 Ton)	1	2019	\$ 115,000 GMC Bucket Truck (1 Ton)	1997	820
AS-Facilities/M&O	ER&R	Bucket Truck (1 Ton) 1/2 Facilities-1/2 PW	1	2020	\$ 115,000 GMC Bucket Truck (1 Ton) (Carryover request)	1997	820
Assessor	ER&R	Passenger Vehicle- Hybrid		2020	\$ 38,000 Toyota Prius - Hybrid	2005	029
Assessor	ER&R	Passenger Vehicle- Hybrid		2020	\$ 38,000 Ford Taurus	2000	052
Health	ER&R	1/4 Ton Pickup		2020	\$ 40,000 Ford Ranger XL 4x4	2000	042
Health	ER&R	1/4 Ton Pickup		2020	\$ 40,000 Chevy Colorado 4x4	2007	063
Health	ER&R	Passenger Vehicle- Hybrid		2020	\$ 34,000 Toyota Prius - Hybrid	2005	075
Health	ER&R	Passenger Vehicle- Hybrid		2020	\$ 34,000 Toyota Prius - Hybrid	2005	096
Health	ER&R	Passenger Vehicle- Hybrid		2020	\$ 34,000 Toyota Prius - Hybrid	2004	098
Health	ER&R	Cargo Van (Medical Outreach)		2020	\$ 48,000 Addition to Fleet	ADD	ADD
Parks	ER&R	Mower	2	2020	\$ 35,000 Befco Cyclone Flex Mower	1997	811
Parks	ER&R	Compact Extra Cab 1/2 Ton Pickup Canopy & Rack (ASR # 5971)		2020	\$ 42,000 Addition to Fleet	ADD	ADD
Parks	ER&R	1 Ton Supercab P/U w/ Utility Body	3	2019	\$ 65,000 Ford F-250 15 Passenger Econo-XL	2007	887
Parks	ER&R	3/4 ton 4x4 Crew Cab Pickup	3	2020	\$ 55,000 International Single-Axle Dump Truck	1992	805
Parks	ER&R	Six Wheeler Lowboy Hauling Truck	4	2020	\$ 305,000 KW Lowboy T800	1993	200
M&O	ER&R	1 Ton Pickup	5	2020	\$ 54,000 GMC 2WD C3500 Chassis	1993	203
M&O	ER&R	2 Ton 4x4 Ext Cab Truck w/ lift gate and utility box	5	2020	\$ 75,000 GMC 2WD C3500 Chassis	1993	203
M&O	ER&R	Single-Axle Truck with Compressor	6	2020	\$ 130,000 International 1954 Single-Axle Truck	1988	216
M&O	ER&R	5 Yard Single Axle Dumptruck	6	2020	\$ 290,000 International 1954 Single-Axle Truck	1988	216
M&O	ER&R	Single Axle Basket Truck	7	2020	\$ 300,000 Freightliner Basket Truck	1998	306
M&O	ER&R	Roadside Paint Striper		2020	\$ 600,000 GMC T8500 Paint Striper	2001	309
M&O	ER&R	Rubber Tired Ditch Digging Machine		2020	\$ 385,000 Gradall XL3100	2003	311
M&O	ER&R	Six Wheeler Truck Pup Trailer		2020	\$ 100,000 Brentwood Pup Trailer	2000	315
M&O	ER&R	Six Wheeler Truck Pup Trailer		2020	\$ 100,000 Brentwood Pup Trailer	2000	316
M&O	ER&R	Roadside Mowing Tractor		2020	\$ 132,000 John Deere 6430 Tractor (with #517)	2012	317
M&O	ER&R	Dozer		2020	\$ 205,000 Cat D4C XL III Dozer	1995	334
M&O	ER&R	Roadside Sweeping Broom		2020	\$ 85,000 Broce RJT 350 Broom	2010	341
M&O	ER&R	Roadside Sweeping Broom		2020	\$ 85,000 Broce RJT 350 Broom	2010	342
M&O	ER&R	Snow Plow		2020	\$ 17,000 Monroe Plow MPPJ39R11	2000	425
M&O	ER&R	Trailer		2020	\$ 50,000 Ziemann Tilt Top Trailer	2001	445
M&O	ER&R	Sander		2020	\$ 34,000 Sander Swenson Sander	2000	447
M&O	ER&R	Sander		2020	\$ 30,000 Sander Swenson Sander	2000	455
M&O	ER&R	Road Surface Crack Sealer		2020	\$ 70,000 Cimline Magma 230 Crack Sealer	2001	482
M&O	ER&R	Roadside Mower		2020	\$ 100,000 US Mower Rotary Mid Mount (with #317)	2012	517
M&O	ER&R	Roadside Mower		2020	\$ 100,000 Alamo Rotary MV 24 Arm (with #346)	2012	546
M&O	ER&R	1/2 Ton 4x4 Crew Cab Pickup	8	2020	\$ 45,000 Addition to Fleet	ADD	ADD
M&O	ER&R	1/2 Ton 4x4 Crew Cab Pickup	9	2020	\$ 45,000 Addition to Fleet	ADD	ADD
PW-NPDES	ER&R	1/4 Ton 4x4 Crew Cab Pickup	10	2020	\$ 42,000 Addition to Fleet	2005	010
Stormwater	ER&R	Passenger Vehicle - Hybrid		2020	\$ 38,000 Toyota Prius - Hybrid	2011	6218
Sheriff	ER&R	Patrol Vehicle		2020	\$ 48,000 Ford Crown Vic	2011	6219
Sheriff	ER&R	Patrol Vehicle		2020	\$ 48,000 Ford Crown Vic	2011	6220

Exhibit B
Capital Appropriations
2019-2020 Budget

Dept/Div	Fund	Description of Assets to be Purchased	Footnote	Budget Year	Cost	Assets Being Replaced	Year	Replaced Equip #
Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions								
Corrections	ER&R	Passenger Van		2020	\$ 45,000	Ford Van	2004	8024/8025
ER&R	ER&R	Make Ready Intrafund Capital		2020	\$ 250,000			
Total					<u>\$ 4,370,000</u>			
Footnote Status								
Proposed Change								
1 Add		2019 AS Fac/PW's bucket truck #820 carryover to 2020-ASR2020-2967		Supp ID#	Amount			
2 Add		Addition of Health Dept CDE Medical Outreach vehicle		2969/2968	\$ 115,000			
3 Upgrade		Upgrade req for Parks #887 pass van to 3/4 ton 4x4 crew cab pickup (c/over req)		2972	\$ 48,000			
4 Downgrade		Downgrade request for M&O #200 six wheeler to single axle truck		2981	\$ 55,000			
5 Upgrade		Upgrade request for M&O #203 1 ton pickup to 2 ton truck		2821	\$ -	(existing budget authority sufficient for downgrade request)		
6 Upgrade		Upgrade request for M&O #216 truck mounted compressor replacement		2823/2976	\$ 21,000			
7 Upgrade		Upgrade request for M&O basket truck #306 boom length		2824/2977	\$ 15,000			
8 Add		Addition of Road Crew Leader pickup #1		2820	\$ -	(existing budget authority sufficient for upgrade request)		
9 Add		Addition of Road Crew Leader pickup #2		2836/2974	\$ 45,000			
10 Add		Addition of PW-NPDES vehicle		2837/2975	\$ 45,000			
				2848/2973	\$ 42,000			
					<u>\$ 386,000</u>			

Capital Appropriations
2019-2020 Budget

Department	Fund	Road Proj #	Project Title	Year	Cost
Road Capital Program					
Public Works	Road Fund	919005	Samish Way/Galbraith Lane	2020	\$ 500,000
Public Works	Road Fund	920001	ADA Barrier Removal	2020	\$ 50,000
Public Works	Road Fund	915009	Lake Whatcom Blvd, Water Quality Improvements	2020	\$ 25,000
Public Works	Road Fund	916002	Horton Road, Northwest Drive to Aldrich Road	2020	\$ 10,000
Public Works	Road Fund	914001	Slater Road & Northwest Drive	2020	\$ 25,000
Public Works	Road Fund	916003	Slater Road, I5 Interchange to 0.10 M E. of Pacific H	2020	\$ 25,000
Public Works	Road Fund	918019	Smith Road & Northwest Drive	2020	\$ 25,000
Public Works	Road Fund	910002	Point Roberts Transportation Improvements	2020	\$ 150,000
Public Works	Road Fund	917002	Slater Road/Haxton Way	2020	\$ 10,000
Public Works	Road Fund	916006	East Smith Road/Everson-Goshen Road	2020	\$ 1,605,000
Public Works	Road Fund	915013	Turkington Road/Jones Creek	2020	\$ 117,000
Public Works	Road Fund	906001	Birch Bay Lynden Rd & Blaine Rd	2020	\$ 100,000
Public Works	Road Fund	916007	East Hemmi Road Flood Mitigation	2020	\$ 150,000
Public Works	Road Fund	915014	Innis Creek Road	2020	\$ 5,000
Public Works	Road Fund	919001	Ferndale Road/Levee Improvements	2020	\$ 150,000
Public Works	Road Fund	919002	Abbott Road/Levee Improvements	2020	\$ 620,000
Public Works	Road Fund	919003	Northwest Drive Overlay	2020	\$ 1,760,000
Public Works	Road Fund	918018	E Smith Rd. Hannegan Rd. to Everson/Goshen	2020	\$ 1,500,000
Public Works	Road Fund	919018	Birch Bay Lynden Rd Enterprise to Rathbone	2020	\$ 25,000
Public Works	Road Fund	919022	Slater Rd. Pacific Hwy to Northwest Dr.	2020	\$ 500,000
Public Works	Road Fund	920002	2020 Small Area Paving	2020	\$ 250,000
Public Works	Road Fund	917004	Jackson Road/Terrell Creek Bridge No. 81	2020	\$ 270,000
Public Works	Road Fund	920003	Goshen Rd/Anderson Crk Bridge No. 248	2020	\$ 170,000
Public Works	Road Fund	919006	Mosquito Lake Road/Hutchinson Creek Tributary	2020	\$ 160,000
Public Works	Road Fund	919007	North Fork Road/Kenney Creek	2020	\$ 320,000
Public Works	Road Fund	920004	Truck Rd/Deal Rd. Fish Passage	2020	\$ 250,000
Public Works	Road Fund	919008	Replacement of Whatcom Chief & Terminal Modific:	2020	\$ 400,000
Public Works	Road Fund	919020	Lummi Island Terminal Preservation Project	2020	\$ 825,000
Public Works	Road Fund	919021	Gooseberry Pt. Terminal Preservation Project	2020	\$ 50,000
Public Works	Road Fund	914015	Lummi Island Breakwater Replacement	2020	\$ 125,000
Public Works	Road Fund	919009	Relocation of Gooseberry Terminal	2020	\$ 50,000
Road Fund Total					\$ 10,222,000

Supplemental Budget Request

Status: Pending

Assessor

Suppl ID # 2914 Fund 1 Cost Center 300 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Assessor

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$117,009
	6210	Retirement	\$12,106
	6230	Social Security	\$8,961
	6245	Medical Insurance	\$22,800
	6255	Other H&W Benefits	\$3,619
	6259	Worker's Comp-Interfund	\$208
	6269	Unemployment-Interfund	(\$3,881)
	Request Total		\$160,822

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Assessor

Suppl ID # 2986

Fund 1

Cost Center 300

Originator: Keith Willnauer

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: High Value Appeal Defense - Professional Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$60,000
	Request Total		\$60,000

1a. Description of request:

Funding for the high value property formal Washington State Board of Tax Appeals appeal defense for Petrogas going concern properties at Cherry Point.

1b. Primary customers:

All of the Property Tax revenue funded taxing district entities in Whatcom County and the State of Washington.

2. Problem to be solved:

Petrogas has formally appealed it's 2016 and 2017 assessment year assessed valuations directly to the Washington State Board of Tax Appeals for property taxes in 2017 and 2018. The appeals have put \$ 393,372,445 of assessed value into dispute. \$95,000 was budgeted in 2019 for professional service to address this appeal. The hearing has been delayed until 2020 and additional funding is needed to represent county interests.

3a. Options / Advantages:

The appeal defense involves complicated valuation/appraisal knowledge. Expertise on these matters and their effective litigations are the best option to support successful valuation result and continued valuation stability into the future.

3b. Cost savings:

Every property tax payer will benefit from lower tax bills if valuations in controversy are settled higher than contested amounts. The overall stability and integrity associated with property tax administration will assure dependable revenue generation to answer citizen needs and demands.

4a. Outcomes:

The eventual conclusions to the appeals as decisions, settlement or withdrawal of appeal will determine the outcomes.

4b. Measures:

Review of the above.

5a. Other Departments/Agencies:

The Assessor's Office's assigned Civil Deputy Prosecuting Attorney will be relied on for oversight and review.

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

George Roche, Assessor's Office assigned Whatcom County Civil Deputy Prosecuting Attorney

6. Funding Source:

The cost of high value appeal defense will be paid by the General Fund.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 2915 Fund 1 Cost Center Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Auditor

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$16,369
	6210	Retirement	\$704
	6230	Social Security	\$1,259
	6245	Medical Insurance	\$8,766
	6255	Other H&W Benefits	\$1,784
	6259	Worker's Comp-Interfund	\$1
	6269	Unemployment-Interfund	(\$1,531)
	Request Total		\$27,352

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Council

Suppl ID # 2916 Fund 1 Cost Center 1100 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Council

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$27,925
	6210	Retirement	\$3,150
	6230	Social Security	\$2,144
	6245	Medical Insurance	\$10,920
	6255	Other H&W Benefits	\$1,344
	6259	Worker's Comp-Interfund	(\$208)
	6269	Unemployment-Interfund	(\$1,543)
	Request Total		\$43,732

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

County Clerk

Suppl ID # 2917 Fund 1 Cost Center Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - County Clerk

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$96,159
	6210	Retirement	\$10,309
	6230	Social Security	\$7,369
	6245	Medical Insurance	\$33,154
	6255	Other H&W Benefits	\$3,824
	6259	Worker's Comp-Interfund	\$416
	6269	Unemployment-Interfund	(\$2,404)
	Request Total		\$148,827

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

District Court

Suppl ID # 2918 Fund 1 Cost Center 1300 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - District Court

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$119,611
	6210	Retirement	\$14,464
	6230	Social Security	\$6,526
	6245	Medical Insurance	\$14,850
	6255	Other H&W Benefits	\$3,274
	6269	Unemployment-Interfund	(\$2,842)
	Request Total		\$155,883

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

District Court

Suppl ID # 2843

Fund 1

Cost Center 1300

Originator: Bruce Van Glubt

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Interpreter funding increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6655	Interpreter Services	\$15,000
	Request Total		\$15,000

1a. Description of request:

Providing interpreters for all non-English speaking parties to a case, for all case types, is a constitutionally mandated service.

1b. Primary customers:

Non-English speaking parties to cases heard in District Court.

2. Problem to be solved:

Providing interpreters is a constitutionally mandated service. The current budget is \$60,761.00. Through July of this year the department has spent \$41,518.50. This means that at the current rate the department will over spend the budgeted amount by over \$11,000. Because of the unpredictable and uncontrollable nature of this expenses, the Presiding Judge was consulted. He stated that based on the cases that he is seeing in the courtroom, he is not convinced that 2019 is just an off year. He is specifically concerned that the level of expenses incurred this year may more likely be a new standard of expenses. Based on this feedback, this supplemental is being submitted.

3a. Options / Advantages:

None.

3b. Cost savings:

None.

4a. Outcomes:

All non-English speaking parties to a case will be provided with interpreters.

4b. Measures:

When all non-English speaking parties to a case have been provided interpreters.

5a. Other Departments/Agencies:

None, District Court arranges all interpreters for court hearings.

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

No.

6. Funding Source:

General fund.

Supplemental Budget Request

Status: Pending

District Court

Suppl ID # 2852 Fund 1 Cost Center 1300 Originator: Bruce Van Glubt

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Pro Tem Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6650	Ct Eval/Investigations	\$15,000
	Request Total		\$15,000

1a. Description of request:

Pro Tem Judges are brought in when a Judge or Commissioner is absent from work.

1b. Primary customers:

District Court, member of the public, prosecutor's and public defenders.

2. Problem to be solved:

The Judge and Commissioner positions are the only ones in the department where in-house coverage cannot take place when they are absent. When a Court Clerk or Cashier is absent, others in the department have been cross trained and can fill in during the absence. Combining calendars for judicial absences can take place only on a limited basis due to the length of court hearings and the volume of cases being heard. This results in the need to bring in Pro Tem Judges for coverage. After reviewing the Pro Tem budget with the Presiding Judge, he decided that additional Pro Tem funding is needed. Through July, 2019, \$8222 of the \$10,000 budget has been spent.

3a. Options / Advantages:

All options are currently being utilized, including combining calendars with other Judges when there are absences.

3b. Cost savings:

None.

4a. Outcomes:

The outcome will be delivered at the time of court hearings when a Pro Tem Judge is present.

4b. Measures:

The efficient flow of cases and the smooth operation of the courts on days when there are Judicial absences

5a. Other Departments/Agencies:

None.

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

None.

6. Funding Source:

General fund.

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 2920 Fund 1 Cost Center 1310 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Probation

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$68,781
	6210	Retirement	\$10,221
	6230	Social Security	\$5,276
	6245	Medical Insurance	\$11,754
	6255	Other H&W Benefits	\$2,257
	6259	Worker's Comp-Interfund	(\$1)
	6269	Unemployment-Interfund	(\$2,417)
	Request Total		\$95,871

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 2841 Fund 1 Cost Center 1310 Originator: Bruce Van Glubt

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☒ Add'l Space ☐ Priority 1

Name of Request: Probation Officer Position Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$42,759
	6210	Retirement	\$4,883
	6230	Social Security	\$3,270
	6255	Other H&W Benefits	\$76
	6259	Worker's Comp-Interfund	\$364
	6269	Unemployment-Interfund	\$55
	Request Total		\$51,407

1a. Description of request:

A part time Probation Officer II position with full benefits (position ID#1220) is being changed to a full time position at the top step and range. This budget supplemental reflects the increase in wages and payroll taxes. There is also a small (\$76.00) increase in Other Health and Welfare benefits. The other health and welfare benefits were already budgeted while the position was part time.

1b. Primary customers:

District Court Judges.

2. Problem to be solved:

Due to an increase in workload, primarily due to the addition of an electronic monitoring program and a domestic violence treatment program, the department has, and will have, an increase in workload for the Probation Officer positions.

3a. Options / Advantages:

This appears to be the best and only option, other than cutting the electron monitoring and DV programs.

3b. Cost savings:

None. The workload requires the position increase.

4a. Outcomes:

This position will be filled effective on or about 1/1/20.

4b. Measures:

1. Successful hiring of the position, 2. the successful continuation of the electronic monitoring program, and 3. the successful implementation of the domestic violence treatment program.

5a. Other Departments/Agencies:

Not directly. The position will perform all of the tasks associated with a Probation Officer position, including working closely with the judges, prosecutors, defense attorneys, defendants and treatment agencies.

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

NA

6. Funding Source:

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 2841

Fund 1

Cost Center 1310

Originator: Bruce Van Glubt

General fund.

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 2924 Fund 1 Cost Center 1310 Originator: Bruce Van Glubt

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: DV Perpetrator Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$90,000
	8301	Operating Transfer In	(\$90,000)
	Request Total		\$0

1a. Description of request:

The Executive and County Council approved funding to pay for funding for indigent defendant domestic violence perpetrator assessments and treatment.

1b. Primary customers:

The primary customers will be the indigent domestic violence offenders who will be able to access assessments and treatment. Other customers will be the Judges who sentence the offenders as well as the prosecutor and defense attorneys who will be able to assist defendants in accessing domestic violence treatment services. The ultimate goal will be for a safer community by offenders being able to access treatment who otherwise would not be able to.

2. Problem to be solved:

Indigent defendants have had difficulty accessing domestic violence perpetrator assessments and treatment because of costs. These funds will eliminate the financial barrier.

3a. Options / Advantages:

The only other option is to continue the status quo without funding for indigent defendants.

3b. Cost savings:

This is difficult to measure the savings incurred by a safer community.

4a. Outcomes:

Benchmark measurements may include:

1. Number of defendants receiving assessments.
2. Number of defendants receiving treatment.
3. Number of defendants completing treatment.

4b. Measures:

When indigent defendants are able to access treatment that otherwise would not have been able to, along with the measurements noted above.

5a. Other Departments/Agencies:

Heath Department for funding.

Prosecutors and defence attorneys able to refer defendants to treatment.

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

None.

6. Funding Source:

Behavioral Health Transfer

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 2921 Fund 1 Cost Center 1200 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Executive

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$36,201
	6210	Retirement	\$4,460
	6230	Social Security	\$1,807
	6245	Medical Insurance	\$3,510
	6255	Other H&W Benefits	\$1,140
	6269	Unemployment-Interfund	(\$1,022)
	Request Total		\$46,096

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 2942 Fund 1 Cost Center 1200 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Dir of Admin Services wage-benefit adjustment

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	(\$79,656)
	6210	Retirement	(\$11,838)
	6230	Social Security	(\$5,397)
	6245	Medical Insurance	(\$8,172)
	6255	Other H&W Benefits	(\$1,031)
	6259	Worker's Comp-Interfund	(\$364)
	6269	Unemployment-Interfund	(\$104)
	Request Total		(\$106,562)

1a. Description of request:

The Deputy Executive title has been changed to Director Administrative Services. While the Director of Administrative still serves the County Executive as a delegate, the focus of the position has shifted to key Administrative Service projects and initiatives.

1b. Primary customers:

2. Problem to be solved:

The position has shifted to Administrative Services to focus on key administrative services projects and initiatives. The funding is now appropriately allocated in the Administrative Services Cost Allocation.

3a. Options / Advantages:

n/a

3b. Cost savings:

n/a

4a. Outcomes:

Work will continue with ongoing priorities.

4b. Measures:

5a. Other Departments/Agencies:

Administrative Service Managers report to the Director of Administrative Services.

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

Facilities, Finance, Human Resources and Information Technology

6. Funding Source:

Funding moved to the Administrative Services Cost Allocation

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2922

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Health

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$206,472
	6195	Direct Billing Offset	(\$16,137)
	6210	Retirement	\$15,631
	6230	Social Security	\$15,696
	6245	Medical Insurance	\$60,097
	6255	Other H&W Benefits	\$11,024
	6269	Unemployment-Interfund	(\$12,670)
	Request Total		\$280,113

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2950 Fund 1 Cost Center 671300 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Move Mental Health Millage back to GF

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4311.1000	Current Year Collections	(\$310,870)
	4311.1010	Delinquent Tax-1 Yr	(\$3,000)
	4311.1020	Delinquent Tax-2 Yr	(\$1,000)
	4311.1030	Delinquent Tax-3 Yr	(\$1,000)
	4311.1040	Delinq Tax-4 or More Yr	(\$100)
	4317.2000	Leasehold Excise Tax	(\$2,000)
	4317.4000	Forest Excise Tax	(\$2,000)
	4361.4001	Interest on Notes/Accou	(\$20)
	4362.5010	State Forest Board	(\$10)
	6610	Contractual Services	\$268,902
	8110	State Timber Sales	(\$4,000)
	Request Total		(\$55,098)

1a. Description of request:

Move Mental Health millage funds back into General Fund and close Special Revenue Fund 127 Mental Health and Developmental Disability Fund
See companion supplemental #2948
Remaining revenue balance of \$55,098 to cover mental health share of Health Department indirect costs.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2950

Fund 1

Cost Center 671300

Originator: M Caldwell

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2951 Fund 1 Cost Center 673200 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Move DD millage back to GF

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4311.1000	Current Year Collections	(\$310,870)
	4311.1010	Delinquent Tax-1 Yr	(\$3,000)
	4311.1020	Delinquent Tax-2 Yr	(\$1,000)
	4311.1030	Delinquent Tax-3 Yr	(\$1,000)
	4311.1040	Delinq Tax-4 or More Yr	(\$100)
	4317.2000	Leasehold Excise Tax	(\$2,000)
	4317.4000	Forest Excise Tax	(\$2,000)
	4361.4001	Interest on Notes/Accou	(\$20)
	4362.5010	State Forest Board	(\$10)
	6110	Regular Salaries & Wages	\$62,551
	6190	Direct Billing Rate	\$71,801
	6210	Retirement	\$8,045
	6230	Social Security	\$4,786
	6245	Medical Insurance	\$15,893
	6255	Other H&W Benefits	\$1,466
	6259	Worker's Comp-Interfund	\$728
	6269	Unemployment-Interfund	\$82
	6610	Contractual Services	\$105,083
	6780	Travel-Educ/Training	\$1,000
	6790	Travel-Other	\$500
	7110	Registration/Tuition	\$500
	7140	Meeting Refreshments	\$500
	7190	Other Miscellaneous	\$250
	8110	State Timber Sales	(\$4,000)
	Request Total		(\$50,815)

1a. Description of request:

Move Developmental Disability millage funds back into General Fund and close Special Revenue Fund 127 Mental Health and Developmental Disability Fund.

See companion supplemental #2949

Remaining revenue balance of \$50,815 to cover DD share of Health Department indirect costs. Employee costs adjusted to allow for wage and benefit contract settlement.

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2951

Fund 1

Cost Center 673200

Originator: M Caldwell

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2952 Fund 1 Cost Center 600200 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Reduce Health Indirect Trf from Fund 127

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8301	Operating Transfer In	\$105,913
	Request Total		\$105,913

1a. Description of request:

Remove transfer in to General Fund to cover Health Dept indirect costs from Mental Health & Developmental Disabilities Fund that is being closed. Excess revenues from cost centers 673200 (DD Millage) and 671300 (Mental Health Millage) will cover the costs. See companion supplementals #2950 & #2951.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2879 Fund 1 Cost Center 675600 Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Criminal Justice Treatment Account

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0691	HCA - CJTA	(\$175,000)
	6610	Contractual Services	\$159,090
	Request Total		(\$15,910)

1a. Description of request:

We are requesting additional expenditure authority to use state dedicated funding to support services for individuals who have been charged with non-violent crimes. Services supported will include substance use disorder (SUD) assessments, residential treatment, outpatient treatment, and housing assistance.

1b. Primary customers:

Individuals involved in the criminal justice system who have a pending non-violent criminal charge from a prosecuting attorney in the state of Washington, and who have a SUD which requires treatment. Priority will be given to individuals who are enrolled in a therapeutic court program.

2. Problem to be solved:

Non-violent offenders have limited access to resources to help them initiate and maintain long term recovery. CJTA funding provides a full continuum of therapeutic services for these individuals, especially those enrolled in therapeutic court programs.

3a. Options / Advantages:

A local CJTA panel was convened to consider best options for use of these dedicated funds and made recommendations for those areas of service most needed by the population to be served. Gaps in care included: assessments in the jail, outpatient and residential treatment, and especially housing.

3b. Cost savings:

Providing clean and sober housing assistance and SUD treatment for individuals involved in the criminal justice system are proven strategies for cost saving. Treatment for people with addiction provides a savings of \$3-\$7 for every dollar spent. Housing people who are homeless, especially those challenged with an addiction, can result in \$14,700 per person saved in other costs.

4a. Outcomes:

Outcomes include: Reduction in recidivism, increased stability in recovery from SUD, and increased retention in Therapeutic Court Programs. Outcomes will be tracked throughout an individual's participation in therapeutic court programs.

4b. Measures:

Number of individuals receiving and completing in-jail as well as out-of-jail assessments for SUD, and number admitted to outpatient treatment, and number admitted to residential treatment, and number served with housing assistance.

5a. Other Departments/Agencies:

Assessments will take place in the Whatcom County Jail where people will be released to inpatient treatment. Whatcom County Therapeutic Courts (Drug Court, Mental Health Court, Family Treatment Court) will also be positively impacted by this full services continuum.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2879

Fund 1

Cost Center 675600

Originator: Kathleen Roy

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

none

6. Funding Source:

State Health Care Authority, Criminal Justice Treatment Account Funds.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2882 Fund 1 Cost Center 677410 Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: NSASO Dedicated Marijuana

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0469	Marijuana Prevention	(\$83,438)
	6610	Contractual Services	\$75,852
	Request Total		(\$7,586)

1a. Description of request:

We are requesting authority to expend grant funds from the North Sound Administrative Services Organization (NSASO) to ensure that the tax revenue from the sale of marijuana and marijuana products is utilized for substance use disorder prevention. Funds will be used for the implementation of effective direct service prevention programming for youth and families (i.e., school-based services, case management, etc.), as well as to provide community education about the harms associated with marijuana use.

1b. Primary customers:

Whatcom County youth and adults

2. Problem to be solved:

Youth who misuse or abuse substances early in life have higher rates of addiction as adults. Legalization of marijuana and marijuana products has increased exposure and access to products among youth and adults in the community, elevating risk for experimentation and potential abuse. The 2016 Healthy Youth Survey reflected a declining "perceived risk" of regular marijuana use. Research has demonstrated that when perceived risk decreases, use of that substance increases. In 2016 about one in five 8th graders, one in three 10th graders, and nearly half of 12th graders surveyed perceived 'no/slight risk' to regular use of marijuana. Implementing effective programs and services can increase awareness of the harms, reduce consumption, and also provide other social benefits (better school performance, improved family functioning, etc.).

3a. Options / Advantages:

This funding provides targeted education/information and prevention programming to youth and community members using research-based strategies and interventions. Services will rely on established research to ensure education to youth and the community is done effectively, and that implemented programs have already demonstrated positive outcomes, such as the Student Assistance Programs (SAP). SAP's, for example, can significantly impact attitudes and behaviors related to substance use. One local SAP demonstrated a reduction of marijuana use by 20% among students participating in services. That same program showed a reduction in alcohol use by 28%, and reduction of tobacco use by 80%. Similar school and community-based programs will be implemented.

3b. Cost savings:

Prevention services have shown to save costs. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), school-based prevention services, for example, show an average return of \$18 per dollar invested.

4a. Outcomes:

The reduction of marijuana use is the ultimate outcome of these efforts. This is accomplished by

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2882

Fund 1

Cost Center 677410

Originator: Kathleen Roy

increasing the perception of harm from using marijuana among youth and adults, while providing appropriate skills and interventions. These are measured through local measurement tools, including the Healthy Youth Survey.

4b. Measures:

2018 Healthy Youth Survey will provide comparative data on youth perceptions of harmfulness and use of marijuana.

- a) Increase the percentage of 8th and 10th grade students who perceive harm from using marijuana
- b) Delay the age of initiation of substance use (including marijuana) among 8th and 10th grade students
- c) Reduce the percentage of past month use (last 30 days) of marijuana among 8th and 10th grade students
- d) Increase the percentage of 8th and 10th grade students who perceive harm from vaping and using vape devices

5a. Other Departments/Agencies:

None

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

n/a

6. Funding Source:

North Sound Administrative Services Organization administers the grant funding from the DSHS/DBHR Designated Marijuana Account.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2893

Fund 1

Cost Center 677350

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: DOH Youth Marijuana Prevention

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0493	DOH6 PSAP	(\$50,000)
	6610	Contractual Services	\$41,380
	Request Total		(\$8,620)

1a. Description of request:

We are requesting additional expenditure authority for continued implementation of youth marijuana prevention and education efforts in Whatcom County and the North Sound Region. We received an increase in DOH funding that will support promising and best practices that target the reduction and prevention of youth marijuana use with a primary focus on policy, systems, and environmental change strategies.

1b. Primary customers:

- Youth and Adults in Whatcom County and North Sound Region (Whatcom, Skagit, San Juan, Island, and Snohomish Counties).
- Local Health Jurisdictions, Community Coalitions, and Community Agencies in the North Sound Region.

2. Problem to be solved:

The 2016 Healthy Youth Survey shows that about one in four 12th grade students in Washington reported using marijuana in the past month. About one in five 8th graders, one in three 10th graders, and nearly half of the 12th graders surveyed perceived no/slight risk of regular use of marijuana. Research indicates that youth marijuana use can negatively impact brain health and development. Currently there are currently limited youth education and prevention programs available in our region.

3a. Options / Advantages:

Services will be delivered to educate youth about the harms of marijuana, increase their perceived risk from use, and to decrease their potential use. This funding will be used in the development, implementation, and evaluation of youth marijuana prevention and education activities. The regional approach is being used for marijuana prevention efforts as directed by DOH and with support from regional partners during the strategic planning process. The regional approach aims to align efforts across the region to make a greater collective impact by picking shared priorities, creating and implementing shared and consistent strategies and messages, and supporting strong regional prevention partnerships.

3b. Cost savings:

The Institute of Medicine and National Research Council indicates that every dollar invested in prevention yields \$2 to \$10 in savings in health costs, criminal and juvenile justice costs, educational costs, and lost productivity.

4a. Outcomes:

The North Sound Region Youth Marijuana Prevention and Education Five Year Strategic Plan includes the long term outcome of reducing marijuana use among youth in our region. The overall goal for the program is to create healthier communities for youth and families in the North Sound Region. Short-term outcomes for regional youth include increasing the perception of harm from marijuana use, decreasing favorable

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2893	Fund 1	Cost Center 677350	Originator: Kathleen Roy
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attitudes towards marijuana use, decreasing perception of the ease of access to marijuana, decreasing perceptions of parental and peer approval of marijuana use, and increasing the % of youth who report that their parents have talked to them about marijuana use.

4b. Measures:

Healthy Youth Survey data will provide comparative data on youth use of marijuana, as well as on the additional outcomes listed above.

5a. Other Departments/Agencies:

The Health Department will contract with other Local Health Jurisdictions and community agencies in the region.

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

Alyssa Pavitt, a program specialist at Whatcom County Health Department coordinates the North Sound Region Youth Marijuana Prevention Program.

6. Funding Source:

Washington State Department of Health, Consolidated Contract.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2895 Fund 1 Cost Center 674200 Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Severe Weather Shelter

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$10,000
	Request Total		\$10,000

1a. Description of request:

We are requesting budget authority to support Severe Winter Weather shelter operations. Volunteer organizations will be providing the shelter services, and this request intends to offer financial assistance to cover food and water, custodial services, and support for trained volunteers.

1b. Primary customers:

Individuals who are homeless and vulnerable to serious consequences of severe winter weather condition if left unsheltered.

2. Problem to be solved:

Some individuals who are homeless have not used the current shelter services at the Lighthouse Mission, or the overflow winter shelter for various reasons. Some individuals may not seek shelter at these locations even during very severe weather. However, during severe and perhaps life-threatening winter weather conditions, all individuals should have access to a safe and secure location to receive shelter from the elements. Serious health consequences and death may occur when people who are unsheltered do not have a safe and warm location to get out of the elements.

3a. Options / Advantages:

The County convened a Severe Weather Shelter task force earlier in the year to research and pursue various options. Many community leaders participated and determined that alternative shelter sites should be provided during life-threatening winter weather conditions. Supporting additional organizations to provide temporary shelter services during severe weather may encourage all individuals experiencing homelessness to seek shelter in order to prevent serious health consequences or even death.

3b. Cost savings:

Uncertain at this time, although it is expected that crisis-response calls will be reduced, and individuals who are homeless will experience fewer health crises.

4a. Outcomes:

At least one, and perhaps as many as four severe winter weather shelters will be operational when the predetermined threshold of weather conditions to open is met.

4b. Measures:

Contracts will be in place with providers of Severe Weather Shelters in advance of the winter months. Utilization data will be collected from the providers in order to plan services for future severe weather events. Success will be measured by the utilization of the Severe Winter Weather Shelters.

5a. Other Departments/Agencies:

The Health Department will work with its community and governmental partners as needed to ensure optimal utilization of these shelters when open.

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

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Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2895

Fund 1

Cost Center 674200

Originator: Kathleen Roy

n/a

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2900

Fund 1

Cost Center 675500

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: NSASO Substance Use Block Grant Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9959	DASA Prevention	(\$6,501)
	6610	Contractual Services	\$6,501
	Request Total		\$0

1a. Description of request:

We are requesting increased spending authority for substance use prevention services due to an increase in the 2020 Substance Abuse Block Grant revenue. This funding will provide additional support for substance use disorder (SUD) expertise on the Homeless Outreach Team (HOT) to engage the homeless in SUD treatment.

This professional will provide opiate street outreach, care coordination to get people into assessments and treatment. The professional will provide expertise to HOT and ensure appropriate care, including referrals to syringe exchange, treatment, mental health services, health services, and housing.

1b. Primary customers:

Opiate addicts and people with other substance use disorders that are homeless.

2. Problem to be solved:

The Homeless Outreach Team (HOT) lack clinical support for substance use disorders (SUD), yet, more than 80% of the people they contact have SUD issues.

3a. Options / Advantages:

To ensure professional Substance Use Disorder services on the Homeless Outreach Team and to ensure appropriate interventions for those who need services.

3b. Cost savings:

Services will be contracted with a local provider.

4a. Outcomes:

Ensure access to SUD services for opiate addicted people who are homeless and provide coordinated care to housing.

4b. Measures:

Number of people getting in for SUD assessment Number of people served Number of people getting into other SUD services, such as syringe exchange or Suboxone clinics.

5a. Other Departments/Agencies:

none

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

n/a

6. Funding Source:

North Sound Administrative Services Organization, Federal Substance Abuse Block Grant

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2985 Fund 1 Cost Center 673200 Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Renovation Projects

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$200,000
	Request Total		\$200,000

1a. Description of request:

We are requesting increased expenditure authority from the General Fund to support renovation of facilities which offer social and supportive services for individuals with developmental disabilities. Facility improvements will expand the available space for programming and increase the number of people who can be served.

In addition, we are requesting increased expenditure authority from the General Fund to support construction or remodel costs to individual homes that will be available for shared living. These units are managed as supported housing for individuals with developmental disabilities. This funding will increase the number of available housing units on the market in order to address unmet housing needs.

The Whatcom County Developmental Disabilities Advisory Board has identified investment in community infrastructure serving people with developmental disabilities as a priority for funding in their strategic plan.

1b. Primary customers:

Whatcom County residents who are developmentally disabled.

2. Problem to be solved:

Current social and supportive services for individuals with developmental disabilities are insufficient to meet the needs of Whatcom County residents with developmental disabilities. Hundreds of people remain on wait-lists for services due to limited space. Increased facility space is required in order to increase services. In addition, independent housing opportunities for individuals with developmental disabilities living in Whatcom County are limited and inadequate to meet the demand.

3a. Options / Advantages:

Private non-profits have attempted to meet the needs without assistance from the county funds. Providing county funds is the best option because it provides a partial contribution to enable community partners to accomplish their goal of creating more opportunities for socializing and support, as well as expand independent living options. This is the best option because county dollars can be used to match other sources of funds and promote collaborative projects without the full cost burden falling to the county. Without county funds, it is not certain that the goals will be accomplished.

3b. Cost savings:

Other funding partners have committed funds to these projects and county money would provide partial contribution to larger efforts. Funding partners may include the city of Bellingham and the state's Housing Trust Fund as well as private donations.

4a. Outcomes:

The community will have adequate space to offer social and supportive services, and there will be an increase in the number of permanent independent living opportunities to offer to more residents with

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2985

Fund 1

Cost Center 673200

Originator: Kathleen Roy

developmental disabilities. The units will be constructed or remodeled by agencies that have secured other funding partners.

4b. Measures:

Outcomes will be measured by completion of renovations to a facility offering social and support services, and there will be an increase in housing units.

5a. Other Departments/Agencies:

At this time, no other departments will be impacted.

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

n/a

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Hearing Examiner

Suppl ID # 2923

Fund 1

Cost Center 1600

Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Hearing Examiner

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$4,020
	6210	Retirement	\$402
	6230	Social Security	\$308
	6245	Medical Insurance	\$756
	6255	Other H&W Benefits	\$122
	6269	Unemployment-Interfund	(\$129)
	Request Total		\$5,479

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Juvenile

Administration

Suppl ID # 2925

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Juvenile

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$98,154
	6210	Retirement	\$13,112
	6230	Social Security	\$7,530
	6245	Medical Insurance	\$28,044
	6255	Other H&W Benefits	\$4,964
	6269	Unemployment-Interfund	(\$5,705)
	Request Total		\$146,099

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Juvenile

Administration

Suppl ID # 2957

Fund 1

Cost Center 1936

Originator: Dave Reynolds

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Continue OCVA CASA Grant Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1657	Office of Justice Progr	(\$87,369)
	6110	Regular Salaries & Wages	\$56,364
	6210	Retirement	\$7,249
	6230	Social Security	\$4,312
	6245	Medical Insurance	\$15,893
	6255	Other H&W Benefits	\$1,457
	6259	Worker's Comp-Interfund	\$520
	6269	Unemployment-Interfund	\$74
	6780	Travel-Educ/Training	\$1,500
	Request Total		\$0

1a. Description of request:

The Juvenile Division of Superior Court received an Office of Crime Victims Advocacy CASA program grant the beginning of 2019. The grant is expected to be an ongoing funding source used to recruit, train and support additional CASA volunteers. A CASA Volunteer Coordinator has been hired. This request adds the 2020 budget to continue the program.

1b. Primary customers:

Abused and neglected children who are subject to a dependency action.

2. Problem to be solved:

The Court was at capacity for program volunteers given the number of coordinators we had. The additional coordinator is providing us the opportunity to expand the CASA program and have additional volunteers.

3a. Options / Advantages:

This is the best option as it provides us the opportunity to expand a valuable program without increasing costs to the county.

3b. Cost savings:

For the period of grant funding it will save the county from having to hire another coordinator with county funds.

4a. Outcomes:

We anticipate 20 new volunteers to be available to the CASA program when fully recruited and trained.

4b. Measures:

We monitor our volunteer pool on a monthly basis.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Juvenile

Administration

Suppl ID # 2957

Fund 1

Cost Center 1936

Originator: Dave Reynolds

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

6. Funding Source:

OCVA Grant

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2913 Fund 1 Cost Center 4075 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Distribute 2020 GF wage reserve to departments

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	(\$1,811,197)
	Request Total		(\$1,811,197)

1a. Description of request:

Distribute General Fund wage and benefit reserve to departments to fund contract settlements. See companion supplementals for each General Fund department.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2962 Fund 1 Cost Center 4530 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Trf GF funding for Jail mid-bi requests

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.118	Operating Transfer Out	\$552,856
	Request Total		\$552,856

1a. Description of request:

Transfer General Fund funding in support of Jail Supplementals #2864 - #2867, #2969 & #2870, #2872, #2875, #2876 & #2891 for contract beds, various Jail medical requests, increase in broadband cable charge and add subscription to Lexipol policy management system.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2961 Fund 1 Cost Center 4530 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: GF Trf to Elections

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.10907	Operating Transfer Out	\$82,000
	Request Total		\$82,000

1a. Description of request:

General Fund transfer to Elections Fund in support of 2020 elections costs not covered by non-county revenues. See Auditor - Elections supplemental ID #2874 Mid-year Supplemental

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2926

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Parks

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$56,228
	6210	Retirement	\$4,835
	6230	Social Security	\$4,207
	6245	Medical Insurance	\$19,776
	6255	Other H&W Benefits	\$3,921
	6259	Worker's Comp-Interfund	(\$9,360)
	6269	Unemployment-Interfund	(\$4,447)
	Request Total		\$75,160

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2959 Fund 1 Cost Center 6003 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Increase ER&R rate for dump truck

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6869.501	Equip Rental-ER&R	\$3,900
	Request Total		\$3,900

1a. Description of request:

Increase ER&R rental rate for dump truck to be acquired from Public Works. Current vehicle rental rate is \$375 per month, dump truck rate will be \$700 per month. Increase of \$325 per month needed. Current vehicle, which is a 1992 International Harvester dump truck will be auctioned off.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2814 Fund 1 Cost Center 6002 Originator: Shannon Batdorf

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 5

Name of Request: Senior Center Extra Help Additional Hours

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6120	Extra Help	\$1,653
	6230	Social Security	\$126
	6259	Worker's Comp-Interfund	\$215
	6269	Unemployment-Interfund	\$6
	Request Total		\$2,000

1a. Description of request:

Parks is requesting 116 additional extra help hours in senior services for a part time Senior Center Assistant at the three smaller centers (Sumas, Everson and Welcome) to train at each center and then provide backup support to cover vacations and sick as well as assist with the recruitment of new members at each of these centers by looking for ways draw in new members through advertisement as well as organizing additional services within the program to better serve the individual communities.

Parks currently provides programming at these smaller senior centers one to two days a week, focused around a lunchtime meal in conjunction with the Council on Aging's Meals on Wheels program. One Senior Center Assistant works at each center cleaning, serving the meal and doing light prep work.

1b. Primary customers:

The primary customer for this service are the approximately 3700 seniors in the Sumas, Everson and Welcome communities that attend those senior centers annually.

2. Problem to be solved:

The senior services programs at Sumas, Everson and Welcome do not have adequate coverage for vacations and sick calls.

3a. Options / Advantages:

We have previously been shuffling employees around between the centers to cover shortages in staff, however due to some recent retirements in the senior services extra help staff, this is not longer an option. The most viable option is to bring on a extra help employee, train them at each of the centers and have them continue to work one to two shifts per month rotating between all three centers, either covering shifts or providing additional programming support. This enables us to train a backup properly at each facility and keep them engaged and familiar with the procedures at each location with limited hours.

3b. Cost savings:

Being able to properly train a backup assistant for all three centers helps cut down on turnover.

4a. Outcomes:

Senior Services programming at Sumas, Everson and Welcome Senior centers will be better supported.

4b. Measures:

This will be measured through our annual Senior Services surveys

5a. Other Departments/Agencies:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 2814

Fund 1

Cost Center 6002

Originator: Shannon Batdorf

no

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Planning & Development Services

Administration

Suppl ID # 2927

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - PDS

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$122,883
	6210	Retirement	\$12,237
	6230	Social Security	\$9,322
	6245	Medical Insurance	\$35,274
	6255	Other H&W Benefits	\$7,073
	6269	Unemployment-Interfund	(\$7,565)
	Request Total		\$179,224

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Prosecuting Attorney

Suppl ID # 2928 Fund 1 Cost Center Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Prosecuting Attny

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$133,545
	6210	Retirement	\$7,347
	6230	Social Security	\$9,667
	6245	Medical Insurance	\$37,740
	6255	Other H&W Benefits	\$7,151
	6259	Worker's Comp-Interfund	\$291
	6269	Unemployment-Interfund	(\$8,996)
	Request Total		\$186,745

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Prosecuting Attorney

Suppl ID # 2885 Fund 1 Cost Center 2600 Originator: Eric Richey

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☒ Add'l Space ☐ Priority 1

Name of Request: Increase .6 FTE Sr Deputy II to full FTE

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$51,192
	6210	Retirement	\$7,607
	6230	Social Security	\$3,916
	6255	Other H&W Benefits	\$250
	6269	Unemployment-Interfund	\$67
	Request Total		\$63,032

1a. Description of request:

Kimberly Thulin is a Senior Appellate Deputy who prosecutes criminal appeals at the Court of Appeals and State Supreme Court of Washington, U.S. Court. Additionally, Kimberly manages all criminal appeals arising out of Whatcom County District Court and is involved in supporting all trial deputies with legal and tactical issues that arise in cases and in preparing and conducting trials.

1b. Primary customers:

The primary customer is Whatcom County, State of Washington, and all attorneys in the Prosecutor's Office carrying a criminal caseload.

2. Problem to be solved:

With more cases going to trial in District Court and complex cases being tried in Superior Court, the need for experienced appellate counsel has increased in order to provide support, to educate, train, and handle all levels of appellate advocacy. Additionally, administration determined there are approximately, twenty-six RAL appeals (appeals coming out of District Court) that neither Superior Court or defense counsel were timely prosecuting on appeal. Kimberly is currently working to reduce this backlog to ensure these matters are timely prosecuted on appeal. Kimberly is also managing the preparation, research, filing of response briefs and oral arguments in these cases, in addition to an increasingly complex caseload. The goal is to have the backlog resolved by the end of 2020.

3a. Options / Advantages:

Kimberly has 28 years of experience as a deputy prosecutor. She has been a deputy prosecutor with experience in vertical litigation in District, Juvenile, and Superior Courts. Additionally, Kimberly has been an appellate attorney in Whatcom County for 18 years; litigating complex criminal cases at the trial and appellate levels. This experience is essential to not only handling on-going complex criminal appeals (we anticipate several high profile cases that were tried in 2018-2019 to require an increased RAL appellate caseload) but is essential to providing support to all attorneys in the Whatcom County Prosecutor's Office.

3b. Cost savings:

Training a new appellate attorney would take several years, which is not an efficient solution to the current problem.

4a. Outcomes:

The outcome is an efficient process for handling the caseload over the course of 12 months.

4b. Measures:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Prosecuting Attorney

Suppl ID # 2885

Fund 1

Cost Center 2600

Originator: Eric Richey

We will know the outcomes are successfully being met when the caseload is efficiently being managed.

5a. Other Departments/Agencies:

This request will not impact other departments or agencies.

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

The Prosecutor's Office is solely responsible for the implementation.

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 2929

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Public Defender

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$34,089
	6210	Retirement	\$4,057
	6230	Social Security	\$2,503
	6245	Medical Insurance	\$24,648
	6255	Other H&W Benefits	\$4,273
	6269	Unemployment-Interfund	(\$5,784)
	Request Total		\$63,786

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 2838 Fund 1 Cost Center 2650 Originator: Julie Wiles

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Deputy I Public Defender (Beginning 2020)

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$63,036
	6210	Retirement	\$8,226
	6230	Social Security	\$4,822
	6245	Medical Insurance	\$15,564
	6255	Other H&W Benefits	\$1,498
	6259	Worker's Comp-Interfund	\$520
	6269	Unemployment-Interfund	\$139
	6320	Office & Op Supplies	\$300
	6510	Tools & Equip	\$1,500
	7190	Other Miscellaneous	\$483
	Request Total		\$96,088

1a. Description of request:

We propose to add one additional attorney to represent clients charged with misdemeanors in Whatcom County District Court in order to move one of our current District Court attorneys to our felony division. We need to move another attorney into our felony division in order to ensure we meet the Washington State CrR 3.1 "Standards for Indigent Defense."

1b. Primary customers:

Individuals charged with felonies in Whatcom County Superior Court.

2. Problem to be solved:

Currently, we estimate that nearly all of our felony attorneys will be over State Standards for 2019. We have determined that we have not been counting some of our cases appropriately (this includes Civil Commitments, Drug Court cases, Mental Health Court cases, Arraignments, 1st Appearances and Committee Work.

In addition, the Washington Defender Association Standards for Public Defense (endorsed by the Washington State Bar Association) lists a standard for supervision which states that "each agency or firm providing public defense services should provide one full-time supervisor for every ten staff lawyers or one half-time supervisor for every five lawyers. Our current Director and Chief Public Defender both carry full felony case loads and will be over Standards in a matter of weeks.

3a. Options / Advantages:

We have considered other options, and we plan to hire a temp attorney as soon as possible, with salary savings from this past year, in order to complete our civil commitments for the rest of the year. However, this does not address the problem that we are nearly over State Standards and will be again next year. We simply need one more full time attorney.

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 2838

Fund 1

Cost Center 2650

Originator: Julie Wiles

3b. Cost savings:

The Standards for public defense related to the effective assistance of counsel will be met and the caseloads of public defense attorneys for the Whatcom County Public Defender's Office will allow attorneys to give each client the time and effort necessary to ensure effective representation.

4a. Outcomes:

Clientele will have effective representation and office morale for attorneys will be higher.

4b. Measures:

Standards for Indigent Defense will be met according to the definition as set out by CrR 3.1. We keep detailed monthly caseload and case assignment statistics and are able to monitor the stats on a monthly basis.

5a. Other Departments/Agencies:

Granting this ASR, will, on the positive side, help the Superior Court run more smoothly than it would otherwise if there was a variety of private attorneys handling additional caseloads. Not granting this ASR will put our County in peril of losing the Office of Public Defense grant funds we receive each year. Having to handle more cases per year can clog up the court system, increase jail bed usage and possibly increase more cases being overturned on appeal.

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

N/A

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2930

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Sheriff

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	(\$24,575)
	6210	Retirement	(\$2,912)
	6230	Social Security	(\$1,697)
	6245	Medical Insurance	\$98,963
	6255	Other H&W Benefits	\$21,946
	6259	Worker's Comp-Interfund	(\$208)
	6269	Unemployment-Interfund	(\$22,057)
	Request Total		\$69,460

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2827 Fund 1 Cost Center 2922 Originator: Jacque Korn

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Crisis Negotiation Team (CNT) Training 2020

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6780	Travel-Educ/Training	\$7,000
	7110	Registration/Tuition	\$3,000
	Request Total		\$10,000

1a. Description of request:

Members of the Sheriff's Office Crisis Negotiation Team (CNT) will attend the Western States Hostage Negotiators' Association (WSHNA) annual conference as well as other applicable crisis intervention training.

1b. Primary customers:

Whatcom County Sheriff's Office deputies and citizens.

2. Problem to be solved:

The CNT is a component of the Sheriff's Office Special Response Team that responds to incidents where enhanced capabilities are needed to deal with high-risk situations such as barricaded subjects, hostage situations, counter-terrorism response, active shooter incidents, and unusual occurrences within the jurisdiction of the Sheriff's Office.

It is essential that the CNT deputies receive training to keep in compliance with best recommended practices for crisis negotiations in order to safely resolve high risk/crisis situations while minimizing the potential for injury or loss of life.

3a. Options / Advantages:

The Health Department included an operating transfer from the Behavioral Health Fund to the Sheriff's Office in the 2020 budget specifically for CNT to attend this annual training event.

3b. Cost savings:

4a. Outcomes:

Members of the CNT will receive current training and be able to respond to high risk situations.

4b. Measures:

5a. Other Departments/Agencies:

Health Department has provided funds for this training.

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

6. Funding Source:

These training expenses are covered by an operating transfer in from the Behavioral Health Fund already included in the budget.

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2828 Fund 1 Cost Center 2910 Originator: Jacque Korn

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Polygraph Operator Training - 2020

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6320	Office & Op Supplies	\$100
	6780	Travel-Educ/Training	\$6,000
	6860	Equipment Rental	\$2,500
	Request Total		\$8,600

1a. Description of request:

This request is to send one deputy to Polygraph School in Annville, Pennsylvania. The Polygraph School is a 12 week (480 hour) course that would train and certify the deputy to be a licensed polygrapher and able to conduct criminal investigation and pre-employment polygraphs.

1b. Primary customers:

The primary customers for this service are the Whatcom County Sheriff's Office, Human Resources, Prosecutor's Office, other local law enforcement agencies, and the citizens of Whatcom County.

2. Problem to be solved:

The Whatcom County Sheriff's Office currently has three polygraph operators to conduct pre-employment polygraphs on personnel applying for jobs as deputies, correction deputies, support staff, temporary employees, reserve deputies, and volunteers with the Sheriff's Office as well as victims, witnesses, and suspects in active criminal investigations.

The three current polygraph operators are very seasoned and experienced deputies who have over 20 years of service. Two are at retirement age and tenure. One has stated his intention to retire in May 2020 and the other will likely retire in the few years. It is essential to get a new operator trained, mentored, and ready to fill the gap.

Additional Service Request (ASR) 2019-5748 was approved for the 2019 budget. However, due to the timing of the course and availability of the deputy to attend, the Sheriff's Office will be unable to send a detective to the training until January 2020. Unused funds from 2019 will be needed in 2020.

3a. Options / Advantages:

One option is not to fill the vacant polygraph position. However, law enforcement and the Prosecutor's Office rely on polygraph tests during many criminal investigations. In addition, the pre-employment test is a prerequisite for employment with the Sheriff's Office. Another option is to contract out polygraph services, but that could be expensive and time consuming.

The best option is to have a trained law enforcement officer, in-house, to conduct both the criminal investigations and pre-employment examinations. Although there is an initial cost, the long-term savings are very beneficial and the flexibility to prioritize polygraphs will be advantageous.

3b. Cost savings:

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2828

Fund 1

Cost Center 2910

Originator: Jacque Korn

4a. Outcomes:

The Sheriff's Office will have a trained and mentored polygraph operator by the end of 2020.

4b. Measures:

5a. Other Departments/Agencies:

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

N/A

6. Funding Source:

General Fund: unspent funds originally appropriated in 2019.

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2829

Fund 1

Cost Center 2977

Originator: Jacque Korn

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Community Relations Consultant - 2020

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$15,000
	Request Total		\$15,000

1a. Description of request:

The Sheriff's Office seeks to maintain trust, effective communications, and positive relationships with all constituents including communities of color and other historically underrepresented communities served by the Sheriff's Office. In 2017, the Sheriff's Office contracted with a community relations consultant who was instrumental in reaching out to minority communities and facilitating meetings between community leaders and the Sheriff's Office to understand cultural needs and customs, discuss emergent issues, and improve and maintain relations with these communities.

1b. Primary customers:

The Sheriff's Office and the diverse communities we serve.

2. Problem to be solved:

Distrust between law enforcement and minority communities has received nationwide attention. To ensure that existing relationships with minority and underserved groups do not deteriorate, this request is submitted for consulting services that will involve stabilizing relationships, increasing trust and decreasing fear of reporting crime and victimization, and providing associated training to staff. The Sheriff's Office received a "one-time" grant from the Whatcom Community Foundation to fund this program in 2017. It was very successful in generating positive contacts between our various underrepresented populations and the Sheriff's Office, and the Whatcom Community Foundation urged the Sheriff's Office to seek funding to continue the program.

3a. Options / Advantages:

Providing this service in concert with other law enforcement agencies.

3b. Cost savings:

4a. Outcomes:

Continue with proactive efforts that have proven to be effective as the Sheriff's Office continues with our mission to protect and serve all people that reside in our community.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2888

Fund 1

Cost Center 2900

Originator: Steve Gatterman

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Lexipol Policy Management System - Law Enforcement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4369.9001	Miscellaneous Revenues	(\$11,722)
	6625	Software Maint Contracts	\$14,652
	6630	Professional Services	\$18,765
	Request Total		\$21,695

1a. Description of request:

The Lexipol system offers a comprehensive set of legally defensible policies that are continually monitored and updated by a staff of public safety professionals, attorneys, and subject matter experts based on legislative changes. The annual subscription cost includes the law enforcement policy manual, daily training bulletins, policy updates, online management system with access for all employees, and a supplemental publication service that we can use to host and distribute other agency documents and training.

1b. Primary customers:

Commissioned law enforcement deputies.

2. Problem to be solved:

The Sheriff's Office has been working on a comprehensive update of our policies for years. This task is resource intensive as policies must be researched, written, reviewed, and then updated frequently to keep up with legislative changes and new industry standards. We have been unable to find sufficient staffing time to complete this project, resulting in operational inefficiencies and increased liability exposure.

3a. Options / Advantages:

The annual subscription rate for the law enforcement manual is \$14,652 which reflects a 25% discount.

The Washington Counties Risk Pool will reimburse 80% of the subscription cost if we implement 80% of the available Lexipol policies, and have our deputies complete 80% of the daily training bulletins.

In order to successfully complete this project, it is vital that we also utilize the Lexipol implementation team. This team will lead the transition by reviewing our current policies and recommending appropriate enhancements to the standard Lexipol policies as needed. This review is done in five stages starting with policies deemed to be "high risk and high frequency". This team also provides training on how to use the online hosting and publication system.

Implementation services are sold in 50-hour blocks. Lexipol has recommended we plan for 200-300 hours of implementation time to install both the law enforcement and corrections manuals. The Sheriff's Office requests funding for three 50-hour blocks for the law enforcement manual at a cost of \$18,765.

3b. Cost savings:

Once fully implemented and operational, the Lexipol system will replace our current online policy and training database (PowerDMS) at a cost savings of approximately \$8,000 annually.

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2888

Fund 1

Cost Center 2900

Originator: Steve Gatterman

In addition, we anticipate annual revenue from the Washington Counties Risk Pool for implementing at least 80% of Lexipol law enforcement (LE) policies. The estimated revenue for 2020 is \$11,722, which is 80% of the cost of the LE policy manual..

4a. Outcomes:

Upon approval we will immediately begin the implementation process with Lexipol. It is anticipated that with full implementation support from Lexipol, this project can be completed within 6 months.

4b. Measures:

5a. Other Departments/Agencies:

The Prosecutor's Office, Human Resources, and the Washington Counties Risk Pool support this project. They understand the challenges of keeping policies up to date, and recognize that implementation of the Lexipol system will reduce our liability exposure.

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

The Lexipol system is currently used by the majority of law enforcement agencies in Whatcom County.

6. Funding Source:

General Fund.

Supplemental Budget Request

Status: Pending

Superior Court

Suppl ID # 2931 Fund 1 Cost Center Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Superior Court

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$22,087
	6210	Retirement	\$29,619
	6230	Social Security	\$12,269
	6245	Medical Insurance	\$26,436
	6255	Other H&W Benefits	\$4,601
	6259	Worker's Comp-Interfund	\$936
	6269	Unemployment-Interfund	(\$2,650)
	Request Total		\$93,298

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Treasurer

Suppl ID # 2932 Fund 1 Cost Center 3300 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Treasurer

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$11,524
	6210	Retirement	\$328
	6230	Social Security	\$890
	6245	Medical Insurance	\$8,859
	6255	Other H&W Benefits	\$1,991
	6269	Unemployment-Interfund	(\$1,667)
	Request Total		\$21,925

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

WSU Extension

Suppl ID # 2933 Fund 1 Cost Center Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Extension

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$8,352
	6210	Retirement	\$859
	6230	Social Security	\$640
	6245	Medical Insurance	\$1,512
	6255	Other H&W Benefits	\$296
	6269	Unemployment-Interfund	(\$334)
	Request Total		\$11,325

1a. Description of request:

Transfer of 2020 wage and benefit settlements from Non Departmental reserves to departments. See companion Non Departmental supplemental #2913.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

WSU Extension

Suppl ID # 2966 Fund 1 Cost Center 2001 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Solid Waste program expansion

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$15,000
	8301.401305	Operating Transfer In	(\$15,000)
	Request Total		\$0

1a. Description of request:

Expand the current Master Composter/Recycler program as recommended by the Solid Waste Advisory Committee and approved by the Solid Waste Executive Committee. See Health Dept - Environmental Health Solid Waste supplemental ID #2892, Waste Reduction and Recycling Program Expansion, request. Current program is supported \$50,000 from Solid Waste, this will increase the program budget to \$65,000.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Solid Waste Fund transfer in

Supplemental Budget Request

Status: Pending

Public Works

Administration

Suppl ID # 2773 Fund 108 Cost Center 10895 Originator: Randy Rydel

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: CosMos Model Funding - ROAD FUND (2019-6134)

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.169	Operating Transfer Out	\$50,000
	Request Total		\$50,000

1a. Description of request:

Funding for \$125,000 CosMos Model Creation

40%. Road fund

20%. Flood fund (Natural Resources)

10%. BBWARM

30%. General fund (PDS, Parks, Emergency Management).

The expenditure authority for the entire project will remain with Natural Resources. The other contributing funds will transfer funding to Natural Resources.

This is a companion ASR to 2019-6134 which authorizes the full funding for this project. More details can be found with the authorizing ASR.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Administration

Suppl ID # 2946

Fund 108

Cost Center 10895

Originator: Randy Rydel

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Companion to SBR 2020-2944 Ferry Wage Supplement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.444	Operating Transfer Out	\$27,000
	Request Total		\$27,000

1a. Description of request:

This is a companion to the Ferry Program's request for additional wage budget authority. The Road fund covers 45% of ferry expenses.

Please see SBR -2020-2944 for details

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Engineering Design/Const

Suppl ID # 2984

Fund 108

Cost Center

Originator: Randy Rydel

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Annual Road Construction Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.2026	Federal Aid Other	(\$976,000)
	4334.0371	CRAB Arterial Projects	(\$2,035,000)
	6630.595110	Professional Services	\$2,459,396
	6630.595200	Professional Services	\$237,000
	7380.595810	Other Improvements	\$750,000
	7380.595300	Other Improvements	\$5,965,000
	7380.595510	Other Improvements	\$460,000
	8351.169114	Operating Transfer Out	\$530,000
	Request Total		\$7,390,396

1a. Description of request:

This supplemental is intended to follow council's approval of the 2020 Annual Road Construction Program. The requested funding will provide the expenditure authority to move forward with the approved ACP.

1b. Primary customers:

Users of Whatcom County roads.

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund, State and Federal Grants

Jon Hutchings
DIRECTOR



Randy Rydel

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MEMORANDUM

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

Through: Jon Hutchings, Public Works Director *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*
Randy Rydel, Financial Services Manager *RR*

Date: October 21, 2019

Re: Supplemental Budget Request #2984 for the implementation of the 2020 Annual Construction Program

The enclosed Supplemental Budget Request #2984 grants expenditure authority to implement the approved Annual Construction Program (ACP) for 2020 based on the following schedule:

Total 2020 Annual Construction Program	\$20,922,000
Previously budgeted within project based budgets (PBB)	-9,400,000
Previously budgeted wage and benefits	<u>-1,120,604</u>
Remaining ACP to be budgeted	\$10,401,396
 Current Budget Expenditure Request	
Prelim./Const. Engineering	\$2,459,396
Right of Way Acquisition	267,000
Contract and County Forces Construction	<u>7,675,000</u>
Expenditure Request Total	\$10,401,396
 Federal/State Grant Funding	<u>-3,011,000</u>
Net Request	\$7,390,396

Please contact Randy Rydel at extension 6217 with any questions.

cc: Brad Bennett

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2825 Fund 108 Cost Center 108100 Originator: Gina Miller

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☒ Add'l Space ☐ Priority 1

Name of Request: Additional FTE Road Maintenance Worker #1 2020

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$40,413
	6290	Applied Benefits	\$33,946
	Request Total		\$74,359

1a. Description of request:

Replacement of a position reclassified as an additional Drainage Crew Leader.

1b. Primary customers:

All Road Users, all citizens impacted by storm water facilities.

2. Problem to be solved:

A Road Crew Leader was added by reclassifying a Senior Road Maintenance Worker to manage the increasing workload relating to culverts, ditch cleaning and storm water infrastructure maintenance. This reduced the number of staff working in the field to complete the projects. Additional staff are needed to keep up with aging drainage infrastructure, increased work load demands with fish passage culverts and increasing citizen concerns with water runoff.

3a. Options / Advantages:

We have considered leaving the field position unfilled and sharing resources across current staff. This was done over the summer and resulted in several projects not being completed. In 2019 permits were issues for at least one project that was not able to get started inside the working window.

3b. Cost savings:

There is an additional cost for wages and benefits. The ability to maintain infrastructure earlier results in longer life and less frequent need for expensive replacement.

4a. Outcomes:

The outcomes will be that storm water projects, fish window projects and culvert maintenance will be performed at a higher rate. Return intervals will be shorter and defects will be found sooner.

4b. Measures:

Projects will be completed rather than sitting uncompleted for months or even years.

5a. Other Departments/Agencies:

Maintenance and Operations will have more opportunity to fulfill work requests made by other divisions and departments of Whatcom County, and neighboring small cities.

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2835

Fund 108

Cost Center 108100

Originator: Gina Miller

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☒

Add'l Space ☐

Priority 6

Name of Request: Additional FTE Road Maintenance Worker #2 2020

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$40,413
	6290	Applied Benefits	\$33,946
	Request Total		\$74,359

1a. Description of request:

Add a Road Maintenance Worker to staff NPDES and Drainage Crews.

1b. Primary customers:

All Road Users, all citizens impacted by storm water facilities.

2. Problem to be solved:

The number of staff required to work in the field to complete the projects has increased with the increased population and average daily traffic. Jobs that could once be completed with one or two flaggers now need two to four. Additional staff are needed to keep up with aging drainage infrastructure and increasing citizen concerns with water runoff.

3a. Options / Advantages:

We are currently sharing resources across crews. This was done over the summer and resulted in several projects not being completed. In 2019 permits were issues for at least one project that was not able to get started inside the working window. During the summer, we hire temporary help to help with flagging. This helps keep projects moving forward until they return to school or their hours run out.

3b. Cost savings:

There is an additional cost for wages and benefits. The ability to maintain infrastructure earlier results in longer life and less frequent need for expensive replacement. Deferred cost for maintenance can be seen in projects such as the Jordan Creek culvert failure. Having better resources for traffic control also keeps the crews, jobsites and traveling public safe.

4a. Outcomes:

The outcomes will be that storm water projects, fish window projects and culvert maintenance will be performed at a higher rate. Return intervals will be shorter and defects will be found sooner.

4b. Measures:

Projects will be completed rather than sitting uncompleted for months or even years.

5a. Other Departments/Agencies:

Maintenance and Operations will have more opportunity to fulfill work requests made by other divisions and departments of Whatcom County, and neighboring small cities.

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2969

Fund 108

Cost Center 108100

Originator: Eric Schlehuber/rob Ney

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 1/2 Bucket Truck 2020 - ASR2019-2967

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$57,500
	Request Total		\$57,500

1a. Description of request:

Companion to SBR-2967 from Facilities

This request is to replace a 20 year old Bucket Truck. This vehicle was purchased separate from the ER&R fund and rental payments to ER&R are based on the original purchase price and not the replacement value.

Facilities Management and Public Works-Equipment Services worked very diligently to find a sufficient replacement for the current bucket truck; we believe we have found a cost effective; economical replacement.

There is no equity for this vehicle.

The cost and the use of this truck will be shared 50/50 with Public Works - M&O

1b. Primary customers:

This vehicle is used quite regularly by Facilities staff for aerial maintenance tasks. The vehicle is also loaned out to Parks and Public Works.

2. Problem to be solved:

The existing Facilities Basket Truck is 20 years old and was not properly purchased through the ER&R fund. Therefore, replacement funds have not been collected through ER&R to replace this vehicle.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

50% of the total cost will come from the Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2978

Fund 108

Cost Center 108100

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Trf to fund addl salt & sand storage bunkers

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.501	Operating Transfer Out	\$90,000
	Request Total		\$90,000

1a. Description of request:

Companion supplemental to ER&R #2831 for Additional bunkers for salt & sand storage for Pt Roberts and Abel pit locations

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2823

Fund 108

Cost Center 108100

Originator: Gina Miller

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 4

Name of Request: Upgrade request for #203 1993 GMC 3500 2wd

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$21,000
	Request Total		\$21,000

1a. Description of request:

Upgrade 1993 GMC 3500 2wd to a 2ton 4x4 extended cab with work box, Tommy lift and towing package.

This unit is already budgeted for replacement in the approved 2020 ER&R capital budget for \$54,000.

1b. Primary customers:

All road users benefitting from county road maintenance activities

2. Problem to be solved:

Current truck is not useful in multiple operations. The bed height makes loading very difficult and the capacity doesn't meet current needs for pay load or towing. Smaller cab size requires multiple vehicles to transport crew to the job site. Lack of towing ability requires separate vehicle to tow trailer.

3a. Options / Advantages:

Crew is currently using heavy machinery to load tools on to truck, used multiple trucks to get tools and crew to jobsite and tow trailers.

3b. Cost savings:

Lockable tool boxes will prevent tools from being stolen, Tommy lift will prevent injuries from lifting heavy items into the truck, the ability to tow a trailer will reduce the large vehicles on a jobsite, extending the cab will reduce the need for multiple vehicles to transport the crew to the same site.

4a. Outcomes:

Enhanced equipment will provide immediate ability to tow, reducing the use of small dump trucks as tow vehicles. Value of Tommy-Lift is improved employee safety, versatility and efficiency.

4b. Measures:

Outcomes will be evident when jobsite equipment is smaller, crews have less back strain and tools are stored in secure boxes.

5a. Other Departments/Agencies:

Equipment services will purchase and maintain the equipment.

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

Eric Schlehuber, purchasing and maintaining equipment

6. Funding Source:

Equipment Services Capital Equipment Replacement Budget plus additional upgrade amount of \$21K.

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2824

Fund 108

Cost Center 108100

Originator: Gina Miller

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 5

Name of Request: Upgrade request for #216 truck mounted compressor

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$15,000
	Request Total		\$15,000

1a. Description of request:

Replace truck and mounted compressor with stand alone screw compressor of same capabilities of the one currently mounted on 213 AND 2 ton 4x4 truck with flat bed, snow plow, sander and towing package.

This unit is already budgeted for replacement in the approved 2020 ER&R capital budget for \$130,000.

1b. Primary customers:

All Whatcom County road users, employees performing maintenance and outside agencies requesting interlocal work

2. Problem to be solved:

The current truck mounted compressor is limited to use with the compressor. When the compressor is not needed, the truck is not usable for anything else. The 2 stroke diesel compressor engine is loud enough to generate citizen complaints when used in residential areas.

3a. Options / Advantages:

Use truck as is. Rent equipment needed.

3b. Cost savings:

Increased equipment usage frequency from 2x per year to 2x per week

4a. Outcomes:

The compressor would be less decibels, improving employee safety and customer service. It would be mounted non a flat deck that the county already owns and be loaded onto any of the hook lift single axles when needed. The truck would be able to pull trailers, store tools and plow snow in developments during the winter time.

4b. Measures:

Truck will be utilized, mileage will reflect actual usage, snow will be plowed, increasing customer service. Compressor will be utilized in varying capacities.

5a. Other Departments/Agencies:

Equipment Services. They will have the responsibility for maintenance of the equipment, this is also true of existing equipment.

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

Eric Schlehuber

6. Funding Source:

Equipment Services Capital replacement program and additional upgrade amount of \$15K.

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2836

Fund 108

Cost Center 108100

Originator: Gina Miller

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 7

Name of Request: Add new 1/2 ton 4x4 extended cab pickup truck #1

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$45,000
	Request Total		\$45,000

1a. Description of request:

Add a new 1/2 ton 4x4 extended cab pickup truck for the new Road Crew leader.

This would be an addition to the ER&R fleet.

1b. Primary customers:

All road users

2. Problem to be solved:

A new crew leader was added in 2019, this crew leader is assigned a vehicle to take home, they are on call 24/7 and participate in a pager rotation. In order to meet their duty obligations, a truck was removed from the field crew.

3a. Options / Advantages:

The current option is to run crews short on vehicles. Purchasing a pickup truck allows crews to leave heavy equipment out in the field and commute back and forth in a pickup. Pickups are needed for smaller tasks such as flagging signs and carrying hand tools.

3b. Cost savings:

Cost savings will be in fuel used commuting in dump trucks and other large diesel equipment.

4a. Outcomes:

The outcomes will be immediate in that the crew is better prepared with hand tools, has easier access to tools in the bed of a pickup rather than dump truck and the jobsites could have one less large vehicle on site.

4b. Measures:

When the crew/driver leaves the shop in the pickup rather than a dump truck.

5a. Other Departments/Agencies:

Equipment services, they will have an additional vehicle to maintain.

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

Equipment services will be responsible for purchasing and maintaining the vehicle.

6. Funding Source:

Road Fund.

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2837 Fund 108 Cost Center 108100 Originator: Gina Miller

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 8

Name of Request: Add new 1/2 ton 4x4 extended cab pickup truck #2

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$45,000
	Request Total		\$45,000

1a. Description of request:

Add a new 1/2 ton 4x4 extended cab pickup truck for the new drainage crew.

This would be an addition to the ER&R fleet.

1b. Primary customers:

All Whatcom county road users

2. Problem to be solved:

A new crew was added in 2019. This truck will serve as a tool and flagging gear carrier for the projects that occur under the new drainage program.

3a. Options / Advantages:

The current option is to run crews short on vehicles. This can delay work if the appropriate signs and tools have to be loaded into heavy trucks or onto trailers.

3b. Cost savings:

Purchasing the appropriate equipment for the projects allows them to happen in an orderly, timely and safe manner. This results in better overall customer service.

4a. Outcomes:

The outcomes will be immediate in that the crew is better prepared with hand tools, has easier access to tools in the bed of a pickup rather than dump truck and the jobsites could have one less large vehicle on site.

4b. Measures:

When the crew/driver leaves the shop in the pickup with all the needed tools and signs on board..

5a. Other Departments/Agencies:

Equipment services, they will have an additional vehicle to maintain.

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

Equipment services will be responsible for purchasing and maintaining the vehicle.

6. Funding Source:

Road Fund.

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2845 Fund 108 Cost Center 108100 Originator: Gina Miller

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 9

Name of Request: Sign Roller Flatbed

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410.594-430	Equipment-Capital Outlay	\$30,000
	Request Total		\$30,000

1a. Description of request:

Replace makeshift, homemade cutting table with sign making flatbed applicator intended to mount printed sign face to the metal blank.

1b. Primary customers:

All road users and departments of Whatcom County requesting signs.

2. Problem to be solved:

The current table does not have lights causing safety concern when cutting, the time spent on making the 48" signs is limiting the availability of field crews to get in the field and maintain existing signs. Manufacturing detour signs in emergency situations is slower than desired resulting in delayed customer service.

3a. Options / Advantages:

Current option is to continue using the existing makeshift table. A new table is the best option; it will reduce worker fatigue with ergonomically friendly table, reduce time to manufacture signs and improve overall customer service and response time to emergency sign requests i.e.. Birch Bay Drive detour.

3b. Cost savings:

Cost savings are in reduced labor, approximately 50% on 48" signs.

4a. Outcomes:

50% time savings making 30"-48" signs, time savings in transfer tape application, staff will be better able to meet changing MUTCD regulations for large signs. The ergonomics of the adjustable table reduce worker fatigue and back strain. The lighted background increases visibility and improves safety when cutting signs and facing material. Ability to apply clear cover to sign faces adds up to 3 years of life to sign.

4b. Measures:

Productivity increase will be evident when crew is able to produce signs in a shorter amount of time and labor cost for manufacturing will be reduced proportionally. Sign replacement frequency will be extended, reducing overall sign costs.

5a. Other Departments/Agencies:

Yes, all divisions requesting signs will have continued levels of service. The sign shop maintains approximately 16,000 signs and these will stay current in addition to supporting the Ferry program, Facilities, Parks Dept., Bridge and Hydraulic group, Engineering services and the Traffic Engineering make numerous requests.

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

IT & M&O will be jointly responsible for implementation.

6. Funding Source:

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2845

Fund 108

Cost Center 108100

Originator: Gina Miller

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Maintenance & Operations

Suppl ID # 2846 Fund 108 Cost Center 108100 Originator: Gina Miller

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 10

Name of Request: Replace Sign Cutter/Printer asset# 0012094

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410.594-430	Equipment-Capital Outlay	\$20,000
	Request Total		\$20,000

1a. Description of request:

Replace Existing Sign Cutter/ Printer

1b. Primary customers:

All road users, all divisions of Public Works and other Whatcom County departments

2. Problem to be solved:

The current sign printer is outdated. When it has mechanical issues, there is limited parts availability which can take the sign shop out of being able to make signs until parts can be found. This means no signs can be made including road name, detour, speed limit signs etc. The current printer is limited to 36". Many new signs are 48" or more, including all Bridge SUV postings. This means piecing together multiple cut surfaces.

3a. Options / Advantages:

The only other option is limping the existing printer along until total failure, estimated at under 2 years. Replacement is the best option to keep public safety and customer service at existing levels.

3b. Cost savings:

Less wasted materials result in cost savings.

4a. Outcomes:

Sign service will be continued at existing levels, ability to print and cut larger signs of bridge loading restrictions etc. Timely delivery of detour and other sign requests. Sign shop capability will be increased from 36" to 48".

4b. Measures:

There will be no interruptions in sign replacement and response time, regulatory signs will be maintained at existing levels.

5a. Other Departments/Agencies:

Yes, all divisions requesting signs will have continued levels of service. The sign shop maintains approximately 16,000 signs and these will stay current in addition to supporting the Bridge and Hydraulic group, Engineering services and the Traffic Engineering make numerous requests.

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

IT & M&O will be jointly responsible for implementation.

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 2848

Fund 108

Cost Center 10860

Originator: Kraig Olason

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Request for Small Pick-up or SUV

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.501	Operating Transfer Out	\$42,000
	Request Total		\$42,000

1a. Description of request:

NPDES program includes two field technicians that operate independently and simultaneously throughout their assigned areas within the NPDES Program's geographical areas. The requested vehicle will replace a vehicle that was temporarily on loan to the program, but which now needs to be surpluses. This proposal seeks to remedy this situation by providing a replacement vehicle. Because the vehicle being replaced was not included originally with the Stormwater Programs listed equipment, the replacement of this vehicle constitutes the addition of a new vehicle to Stormwater's equipment list.

The vehicle provides transportation of the engineering technician and their required gear to facilitate the inspection requirements of their position. Field work takes a significant proportion of the technicians time and to allow all of the required work to be done and done efficiently, the technicians each require their own vehicle.

1b. Primary customers:

The NPDES technicians are the users directly benefiting from this vehicle request. The public and the County are also benefiting from the increased inspections of the infrastructure which leads to better maintenance and repair of that infrastructure as well as compliance with the NPDES permit requirements which emphasize regular inspections throughout the permit area.

2. Problem to be solved:

Stormwater has increased both full time and part-time staff and currently has one pickup and one small sedan. The addition of a dedicated field vehicle (which will replace a loaned vehicle) will allow the division to continue to have both engineering technicians work independently in the field which will greatly improve productivity and aid in compliance with NPDES permit requirements.

3a. Options / Advantages:

One option would be for both technicians to share a vehicle. This option greatly limits the efficiency and flexibility needed to ensure all of the work can get done within the timelines available.

Another option would be to include a seasonal lease, where the vehicle would be available only during a portion of the year. This is not practical since much of the work is done year round and at times both technicians are inspecting concurrent construction projects.

3b. Cost savings:

While difficult to quantify, having both technicians working in their assigned areas independently and simultaneously the second vehicle provides the opportunity to double their efficiency. While there are times that the technicians work together, such as when mapping new drainage systems, the majority of the year they are working separately. Two dedicated vehicles provides much more predictability that there will be adequate vehicle availability for them to carry out their work which is primarily field oriented.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 2848

Fund 108

Cost Center 10860

Originator: Kraig Olason

4a. Outcomes:

Since the new vehicle is a replacement of an existing vehicle the division has had access to, the addition will allow the same level of production to continue.

4b. Measures:

The primary measure is that the technicians are able to keep up with their inspection duties without the downtime inherent with limited vehicle availability.

5a. Other Departments/Agencies:

This should not impact any other departments or agencies.

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

Eric Schlehuber, Equipment Services Manager, Public Works will be assisting by arranging for the purchase and delivery of the new vehicle.

6. Funding Source:

The source will be funded through the NPDES Program which is part of the Road Fund (10860).

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 2850

Fund 108

Cost Center 10860

Originator: Kraig Olason

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Small Pickup/SUV Rental

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

Object	Object Description	Amount Requested
6869.544410	Equip Rental-Interfund	\$3,000
Request Total		\$3,000

1a. Description of request:

The Stormwater Division is requesting a new vehicle to replace a vehicle being surpluses. This vehicle requires an annual cost (rental rate) of \$3,000 to cover maintenance and associated costs of operation.

1b. Primary customers:

The Stormwater Divisions/ NPDES inspectors.

2. Problem to be solved:

As stated in companion Supplemental Budget Request, a new vehicle is needed to replace a vehicle scheduled for surplus. This request is for the annual maintenance and operations cost of the vehicle.

3a. Options / Advantages:

As described in the companion Supplemental Budget Request, the options include, have both technicians share one vehicle, not deemed efficient due to the amount of inspection work that is required for compliance with the NPDES Permit.

Another option is to rent a vehicle, which would prove more costly in the long run.

3b. Cost savings:

Greater efficiency and utilization of available staff time, since the majority of the technicians work is in the field.

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

This request should not impact any other agency or departments.

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

Eric Schlehuber, Equipment Services Manager, Public Works will be assisting by arranging for the purchase and delivery of the new vehicle.

6. Funding Source:

The source will be funded through the NPDES Program (10860.6869).

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 2874

Fund 109

Cost Center

Originator: Diana Bradrick

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Mid-year Supplemental

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4341.4510	Elections	(\$125,326)
	6140	Overtime	\$2,000
	6320	Office & Op Supplies	\$1,000
	6330	Printing	\$54,326
	6610	Contractual Services	\$45,000
	6680	Office Equip Maintenance	\$23,000
	6710	Postage/Shipping/Freight	\$82,000
	8301.4530	Operating Transfer In	(\$82,000)
	Request Total		\$0

1a. Description of request:

A Presidential Primary will be held in March of 2020. This budget adjustment covers the cost of that election. The state pays 100% of the Presidential Primary so these costs will be offset by revenue. This adjustment also covers maintenance for the Clear Ballot election system, and additional funds for increased elections and registration postage costs.

1b. Primary customers:

Voters of Whatcom County

2. Problem to be solved:

When the budget was prepared, the status of the Presidential Primary was unknown. There was some chance the Primary would not be held. As a result this election was not budgeted for. The Elections Division is requesting \$125,326 more budget authority to cover costs for that election. This increase will be covered by revenue as the State pays 100% of the Presidential Primary costs.

The Clear Ballot election system maintenance was not budgeted as the first year the maintenance was covered in the contract and second year costs were unknown. Elections is requesting \$23,000 more budget authority to cover these maintenance costs.

Printing and mailing services costs have risen significantly in 2019 through a variety of factors. Increased numbers of registered voters, same day voter registration, and an increase in the cost of postage. With a rise in the number of mailed ballots, confirmation cards, voter id cards, local voters pamphlets and the return of undeliverable ballots, coupled with the increase in postage rates the postage budget is insufficient. The Election Division is requesting an increase of \$82,000. \$23,000 of that is for the Presidential Primary which will be paid for by the state.

3a. Options / Advantages:

There are no other options

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 2874

Fund 109

Cost Center

Originator: Diana Bradrick

3b. Cost savings:

There are no cost savings.

4a. Outcomes:

The efforts and costs will be covered by the completion of the general election

4b. Measures:

Costs incurred will be paid

5a. Other Departments/Agencies:

None

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

None

6. Funding Source:

Elections revenue for the costs of the Presidential Primary.

General Fund for the balance.

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2982 Fund 114 Cost Center 114 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 wage & benefit settlement - Vet's Relief

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$3,906
	Request Total		\$3,906

1a. Description of request:

Increase wage and benefit line item for wages charged out from the General Fund labor pool as a result of 2020 contract settlements.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Vet's Relief fund balance

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2864

Fund 118

Cost Center 118000

Originator: Wendy Jones

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Contract Beds

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$150,000
	Request Total		\$150,000

1a. Description of request:

This Additional Service Request is to continue the funding that was approved in Additional Service Request 2019-5851 for the funding of jail services at the Yakima County Jail. In addition to the funding that was approved in the ASR, we may be needing to utilize the SCORE facility. SCORE has higher per diems thus the increase funding request.

1b. Primary customers:

Offenders housed in either Whatcom County Corrections Facilities.

2. Problem to be solved:

We are in the process of preparing for a major repair project at the Downtown Jail. This will involve replacing all security doors and locks in the facility and necessitate the closing of entire housing units. We will be using techniques that have been effective for us during past renovations and repairs, but the scope of this project is larger and more complicated than we have experienced in the past. We anticipate that we may need to move some offenders to either/or the Yakima County Jail or the SCORE facility for housing. We had originally anticipated we would be starting this project by mid-year 2018; however the planning stage of the project took longer than originally anticipated. We are now seeking to make sure funding will be in place if it is needed in 2020. Given the volatility of the jail's daily population, coupled with the vagaries of construction project, we may need to relocate the offenders with very little warning, and want to make sure we have the resources to do so.

3a. Options / Advantages:

- 1) Relocate offenders from the Downtown Jail to the Work Center. We will be doing this to some extent and were approved for additional staff during the 2019-2020 budget cycle. to make sure we have sufficient staffing to increase our minimum staffing level at the Work Center Facility. There will be offenders however who are too high security to be placed in a minimum security facility.
- 2) Contract with another jail closer to Whatcom County. We have investigated this option. The jail closest to us, Skagit County, is trying to catch up on a huge backlog of warrants that could not be acted upon due to overcrowding in their old facility. As a result, they are not accepting contract offenders. The other jail we had contacted had a per diem cost that is over twice that charge by Yakima. Despite this cost differential, we will also be contracting with the SCORE facility in SeaTac in order to have beds available for offenders who need a higher level of health care than is available at Yakima, or in the event that Yakima makes a final decision not to renew our jail bed contract for 2020.
- 3) Use the Yakima beds for our sentenced offenders, leaving some beds available for our Municipal partners. Between 80 and 90% of our sentenced offenders are on one of the jail alternatives, are working as Inmate Workers in the two facilities or will only remain here for approximately 5 days prior to be sent to prison. This leaves very few sentenced Whatcom County offenders to transfer to Yakima. Additionally, since approximately 56% of the jail beds are currently being used by Whatcom County Court offenders, it is more likely that making additional beds available would result in more Whatcom County offenders vs.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2864

Fund 118

Cost Center 118000

Originator: Wendy Jones

offenders from one of our Municipal or Tribal partners.

3b. Cost savings:

We are hoping to be able to renew our contract with Yakima for 2020 and will be meeting with their director the week of Sept. 30th. If an agreement is reached, we will be using Yakima as our primary overflow facility. This will be less costly than SCORE. If we are unable to come to an agreement, SCORE will move to being our primary overflow facility.

4a. Outcomes:

Beds will be available when we need them .

4b. Measures:

We will be tracking overall jail bed day use in addition to daily population counts and jail population configuration.

5a. Other Departments/Agencies:

Yakima County. We currently have a contract with Yakima County for jail beds on an "as needed" basis and hope to continue that contract for 2020. The original contract was approved by the County Council on 09/12/2017.

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

Administrator Ed Campbell. Director Campbell oversees the running of jail services in Yakima County.

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2865

Fund 118

Cost Center 118100

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Black Rock Differential

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6760	Miscellaneous Communicat	\$9,000
	Request Total		\$9,000

1a. Description of request:

This Supplemental will cover the costs of an increase in the monthly costs for fiber services to the Work Center. During the original budget process, a price of \$505.98 per month had been quoted. The actual 2019 costs wound up being \$1,331, a difference of \$825.15 a month. The 2020 approved budget for this service is insufficient to cover the annual differential of approximately \$9,000.00. This Supplemental would bring the 2020 budget in alignment with the actual 2020 costs.

1b. Primary customers:

Offenders who are incarcerated/supervised in either of the two Corrections facilities.

2. Problem to be solved:

At the time of last year's budget preparation, County IT relayed the prices would remain roughly the same as they had been for the previous years. In the new year, we discovered that they had increased significantly, due, we understand, to a merger with the Blackrock provider. This resulted in a shortage in our 2020 budget of approximately \$9000.00. We are now seeking the additional funds to cover these costs.

3a. Options / Advantages:

We have reviewed our existing budget to determine if there were enough anticipated funds to cover this cost and have determined we do not. The fiber connection to the Work Center is critical to the operations of both the Work Center and the Downtown Jail.

3b. Cost savings:

N/A

4a. Outcomes:

Sufficient funds will be allocated to the Corrections Budget to cover this cost increase.

4b. Measures:

The funds will be approved and added to the 118100 cost center which will be evident in the monthly budget review.

5a. Other Departments/Agencies:

Indirectly it will impact the County IT Department as there will be sufficient funds and budge authority to cover the monthly interfund transfer we receive for fiber services.

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

N/A

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2866 Fund 118 Cost Center 118160 Originator: Wendy Jones

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Jail Health Care Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6635	Health Care Services	\$50,000
	Request Total		\$50,000

\$ 20,000

1a. Description of request:

This supplemental request is for an increase in funding and budget authority for the general health services for the Corrections Bureau. This account covers the cost of medical care provided by specialists in the community.

1b. Primary customers:

Offenders in the Whatcom County Jail/Work Center.

2. Problem to be solved:

We have had a very high acuity level of offenders in custody. They have required services from a variety of specialists for issues such as cardiac disease, outpatient surgery, physical therapy, cancer, significant dental issues, etc. The majority of these issues pre-dated the offender's incarcerations. Under state and federal law, once an offender comes into custody, most types of Medicaid or Medicare coverage is suspended, leaving the county to cover the costs of health care. Estimates of the amount needed to cover this needed health care were made at the time of the 2019 budget preparation, however, we did not anticipate the volume of acutely ill individuals we are experiencing.

3a. Options / Advantages:

In 1976 there was a Supreme Court legal decision that established the right of offenders in jails or prisons to medical treatment. (Estelle v Gamble). This requires Corrections facilities to either directly address health issues, or make sure outside providers are utilized to provided needed care.

We have, over the years, sought to negotiate discount rates with local providers, and have been fairly successful. Additionally we will seek medical T/Rs (temporary releases) when appropriate. An additional help has been a change in the State Medicaid rules, which provides that an offender who is admitted to the hospital for at least 24 hours will be eligible for Medicaid coverage, starting at the 25 hour of being in the hospital. These help hold down costs.

3b. Cost savings:

N/A

4a. Outcomes:

We will have sufficient funds to pay the practitioner invoices as they come in.

4b. Measures:

All invoices are checked as part of the County A/P process and we review budget status monthly.

5a. Other Departments/Agencies:

N/A

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

N/A

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2866	Fund 118	Cost Center 118160	Originator: Wendy Jones
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6. Funding Source:

General Funds

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2867

Fund 118

Cost Center 118164

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: MAT Funding

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6320.001	Office & Op Supplies	\$25,000
	6370	Medical Supplies	\$5,000
	Request Total		\$30,000

1a. Description of request:

This supplemental request is for funding and budget authority for medications and medical supplies for the Jail's MAT (Medication Assisted Treatment) program that has been in place since September of 2018.

1b. Primary customers:

Offenders experiencing Opioid addiction.

2. Problem to be solved:

The jail started identifying an increasing number of offenders who were experiencing Opioid addiction approximately 5 years ago. As a result, we began investigating new medications that were starting to come on the market to be used in the treatment of Opioid addiction. By late 2016 we had developed a protocol for Opioid addicted pregnant women that would provide them with a medication which would substitute for the Opioids they had been using in the community, and avoid having the mother and unborn child go through withdrawal. We also began the process of developing policies and capacity to assist other medically qualified offender with a similar medication.

While we were in this process, the ACLU filed a lawsuit against the County on the basis of the American with Disability Act. As a result, the development and implementation of 3 additional programs was accelerated. Currently the jail provides access to medication assisted withdrawal (MAW), medication assisted maintenance (MAT) and medication assisted induction (MAI) to medically qualified offenders for the treatment of Opioid addiction. Due to the expedited implementation of these programs, funding and budget authority had not be established in the Corrections budget. This supplemental seeks to obtain the funding/spending authority to provide the medication and medical supplies needed for the programs. We have worked with the Health Department to access unused CJTA (Criminal Justice Treatment Account) funding to help off-set this new expenditure. We may have access to additional unused CJTA funds in the future, but that will depend on their availability.

3a. Options / Advantages:

- 1) Not provide the medications to offenders experiencing Opioid addiction. This would result in our being non-compliant with the settlement agreement between the County and the ACLU, and would be denying medications that will assist in someone becoming more medically stable. This would also increase attempts by offenders to smuggle Opioids into the jail, including high potency drugs such as fentanyl increasing the possibility of overdose.
- 2) Fund the medication and supplies out of the already allocated budget. Due to a high census of complex and acutely ill offenders this year, we are requesting additional funding in Supplementals 2868 and 2872 for general and psychiatric medications in addition to this request to fund the MAT programs.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2867

Fund 118

Cost Center 118164

Originator: Wendy Jones

3b. Cost savings:

Potential costs savings are:

Reduction in the use of Narcan for overdoses.

Avoidance of trips to the Emergency Department.

Additional legal challenges by the ACLU for non-compliance with the settlement agreement.

4a. Outcomes:

There will be sufficient funds to provide appropriate medications to offenders who have been diagnosed with OUD (Opioid Use Disorder) and are medically qualified to be on one of the Opioid substitution medications. Since the beginning of the programs (September of 2018) through the end of July of 2019, 568 offenders have been contacted and screened for program participation.

4b. Measures:

The Corrections budget sheets are reviewed every month as are the number of offenders who have been involved in the MAT programs Success will be measured by the reduction in the use of Narcan for overdose and increase in the number of offenders participating in the program.

5a. Other Departments/Agencies:

This may involve the Health Department, depending on the rate of use of the allocated CJTA funds.

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

We are working with Program Specialist Jackie Mitchell and Human Services Manager Anne Deacon.

They work to track the use of the CJTA funds and assist us in getting permission from the State to utilize unused funds to offset the County's costs for these programs.

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2869

Fund 118

Cost Center 118160

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Hospital

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6635.001	St. Joseph Hospital	\$85,000
	Request Total		\$85,000

1a. Description of request:

This supplemental seeks additional funding/budget authority for hospital care for offenders housed in the County Jail/Work Center. This covers primarily care in the Emergency Department.

1b. Primary customers:

Offenders who are in custody.

2. Problem to be solved:

This account is used to cover hospital costs for care provided to offenders from the jail/work center and Fit for Jail examination costs generated by the Patrol Division of the Sheriff's office. While admissions to the hospital have reduced in 2019, visits to the ED (Emergency Department) from both Corrections and Patrol have increased approximately 16% over 2018. In addition to the number of ED visits, the level of care being provided at each visit has also increased. These 2 factors have resulted in a higher than anticipated cost over the first 7 months of 2019. We anticipate this will continue into 2020.

3a. Options / Advantages:

St. Josephs is the sole hospital in Whatcom County, which limits options as far as Emergency Care. We are currently paying at the State's Medicaid rate, due to an agreement we have with the hospital. All attempts are made to treat offenders with injuries/illnesses in-house, but the complexities of the offender's medical issues and the lack of an in-house X-ray, or the availability to do emergency lab work limits what can be provided in the jail.

We do seek reimbursement via the legal system for offenders who appear to have the financial ability to cover their hospital care, however, a significant majority of the offenders do not have the resources to pay for this service.

3b. Cost savings:

There are no quantifiable cost savings. There are, however, some savings in liability costs by having offenders checked at the ED.

4a. Outcomes:

There will be sufficient resources to pay the invoices for this service.

4b. Measures:

Review of all invoices submitted for payment and the monthly review of budget status.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2869

Fund 118

Cost Center 118160

Originator: Wendy Jones

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2870 Fund 118 Cost Center 118160 Originator: Wendy Jones

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Medic 1

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6635.002	Medic One	\$15,000
	Request Total		\$15,000

1a. Description of request:

This supplemental will supply adequate funds to cover Medic 1 transport from both the jail/work center and from the community for arrests made by the Sheriff's Office, Patrol Division.

1b. Primary customers:

Offenders and/or arrestees.

2. Problem to be solved:

The use of Medic 1 has turned out to be significantly higher than estimated during the budget preparation in 2018. As of July 2019, we have exceeded the amount estimated for all of 2019. This is primarily due to trips from the Corrections Facilities, with some expense generated from the Patrol Division when there is an emergency situation in the field and Aid is required. While all Deputies, Corrections and Patrol, are trained to provide emergency first aid, there are times when an ALS (Advanced Life Support) level of assistance is needed. Those incidents have risen over this past year.

3a. Options / Advantages:

We have already entered into an informal agreement with Cascade Ambulance for non-emergency, BLS level transports to the ED and will use our transport Deputies to transport to the ED when the offender is physically stable enough. These all help to reduce the calls to Medic 1, but a significant number of individuals still need to go via ALS level response, which means Medic 1.

3b. Cost savings:

There are some small savings as outlined above.

4a. Outcomes:

There will be sufficient funds to cover Medic 1 services for the 2020 year.

4b. Measures:

Invoices will be tracked via the County A/P system and Corrections Bureau will continue to monitor expenditures on a monthly basis.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2871

Fund 118

Cost Center 118160

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: NWRC Contract Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6635.003	Visiting Nurse Personal	\$175,851
	Request Total		\$175,851

1a. Description of request:

This Supplemental Budget is to provide funding for the Jail's portion of the Nursing/Medical Administration services for the Corrections Bureau. This request includes increases to bring the Corrections Nurses' wages closer to what a Registered Nurse is making in our community and to provide some additional RN nursing hours for the staged implementation of a Medication Assisted Treatment program for medically appropriate offenders who have been using Opioids. Additionally, it builds in a 3% COLA in 2020.

1b. Primary customers:

Offenders in the Corrections system.

2. Problem to be solved:

We currently contract with Northwest Regional Council to supply Nursing and Medical Administrative Services to the Downtown Jail and the Work Center. This includes the full scope of nursing services in a harsh and challenging environment. In addition to the Nursing services, NWRC worked closely with us to develop policies, procedures and medical protocols, coordination of care with both other contract providers and providers in the community, maintaining compliance with NCCHC (National Commission on Correctional Health Care) standards, and overseeing the general administration/HR functions of running the nursing program.

Over the past several years, they had been having issues with filling nursing positions in the jail. The jail; the assumption was it was mainly an issue of working in the jail, with patients who had a wide variety of medical and behavioral issues. As part of the evaluation as to why they were having issues with hiring and retention, NWRC did a market survey, to determine where they fell as far as pay levels in the area. Results indicated their pay scale placed their RN salaries about 15% below average market rates, which, when coupled with the environment at the jail, makes it very difficult to find qualified nurses. At that time, an adjustment was made to the contract and wages were increased.

This contract went out to bid earlier this summer. Based on the review of the bids, we are in negotiations with NWRC for a new contract starting in 2020. The contract costs include COLA's for staff and an additional nursing position. Since the last contract, workload has increased significantly with the surge of ill offenders and the growth of the Medication Assisted Treatment program. Our Nurses do an outstanding job in a very difficult environment and the requested wage rates are in line with other nursing positions for RN's who doing working shift work.

3a. Options / Advantages:

We are legally required to provide health care for incarcerated individuals and the level of care is required to meet community standards. Failure to do so opens us up to a significant amount of liability. Our NCCHC accreditation has proven to be a powerful tool in reducing that liability and NWRC has been instrumental in maintaining that accreditation.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2871

Fund 118

Cost Center 118160

Originator: Wendy Jones

This contract was put out to bid and NWRC was awarded the contract as the most responsive bidder. The one other agency that put in a bid was not responsive to our specific requirements and a general search of on-line information showed a pattern of poor medical outcomes for offenders in jail's who were using them as their provider.

In the past we have looked at moving the nursing program to an FTE based program, but determined that it would be significantly more expensive than contracting this service out.

3b. Cost savings:

There are no specific cost savings in this Supplemental Budget: the savings are more long-term. Since it appears a major factor in turn over in the nursing staff is salary, increasing wages should reduce turn over and increase the ability of NWRC to retain experienced Nurses. Nurses with experience tend to make fewer errors, thus reducing the probability of mistakes that can lead to negative consequences.

4a. Outcomes:

- 1) There will be funds available to raise the average wages of the nurses in the nursing program to market average. This would happen as of January 1, 2020.
- 2) NWRC will track both the number of applicants for positions and the retention of nurses already holding a position to determine the effect the salary increases are having on both hiring and retention. That information will be shared as part of the Quarterly Medical Meeting.

4b. Measures:

Please see above.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Jail Sales Tax Fund. And General Fund.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2872

Fund 118

Cost Center 118161

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Psychiatric Medications

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6320.001	Office & Op Supplies	\$150,000
	Request Total		\$150,000

1a. Description of request:

Provide funding and budget authority for medications used to treat offenders with serious mental illnesses and who are housed in the jail and work center.

1b. Primary customers:

Offenders ill with Mental Illness.

2. Problem to be solved:

There were insufficient funds allocated to provide medications for offender with mental illness. While we have identified a slow growth in the number of offenders with mental illness being booked into jail, that number has experienced a significant leap in the past 12-15 months. These people tend to be at acute stages of their illness, usually not on prescription medication but using Heroin and/or Methamphetamine to self-medicate and have additional underlying medical issues. A large number of this group are reluctant to take psychotropic medications, so our practitioners will resort to injectable medications, at least in the beginning, to try and break the psychosis and, hopefully, get them back on oral medications. The injectable medications are only needed once every 4-5 weeks, however they range in cost from \$1,770.00 to \$2,100 per shot. Currently we are spending approximately \$32,600 a month on Psychiatric medications.

3a. Options / Advantages:

Individuals who are mentally ill and in need of medication are included in the Estelle v Gamble decision, which means it is our responsibility to provide them with treatment. While our practitioners do their best to utilize the most cost effective, medically appropriate medication, if the offender will not take them, we are left with the more expensive alternatives.

3b. Cost savings:

There are no cost savings with this supplemental request.

4a. Outcomes:

There will be sufficient funds available for the purchase of appropriate mental health medications.

4b. Measures:

Via the monthly expenditures review.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

General Fund. In the past years there have been sufficient funds within the Behavioral Health Sales Tax fund to cover the mental health medications. While the Behavioral Health fund was able to allocate

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2872

Fund 118

Cost Center 118161

Originator: Wendy Jones

\$125,000 for this purpose, it is my understanding that the fund does not have any additional funds to contribute to this increase.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2875 Fund 118 Cost Center 118160 Originator: Wendy Jones

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: ARNP Hours Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6635.006	Contract Medical Provide	\$21,888
	Request Total		\$21,888

\$10,000

1a. Description of request:

This supplemental budget request is to provide funding to increase the number of Advanced Register Nurse Practitioner (ARNP) hours from 119 to 144 in 2020.

1b. Primary customers:

Offenders in the Whatcom County Jail and Work Center.

2. Problem to be solved:

As part of our Medical Quality Assurance program, we have become aware that there is a need for additional practitioner hours at the jail. Currently the demand is such that we have to delay inmates being seen by a Doctor or ARNP for 1-3 weeks. These offenders have already been assessed by nursing and are in need of treatment by a practitioner who is able to prescribe medications, or be examined to better determine their health issue(s) or as a follow up to a chronic condition. In evaluating this need, we determined that increasing the ARNP annual hours would be more cost effective than increasing our physician hours to reduce the wait time. Our ARNP is qualified to evaluate and treat routine illnesses, follow up with offenders who have chronic health issue, read and sign off records and reports, and has the added benefit of being the primary provider of woman's health in the jail. She is very experienced in Correctional Health care and, in addition to her regular clinics, currently covers hours for our Doctor when he is ill or on vacation.

3a. Options / Advantages:

We considered simply continuing on with the delays in inmates being seen or contracting with our physician. We determined that continuing on as we have been, especially with some of our more complex patients, could be considered medical negligence, especially if the delay resulted in a bad outcome. When we looked at the availability and cost of the physicians time versus the ARNP time, and included the additional benefit of being able to utilize the ARNP for women's health issue, increasing the ARNP hours was the better choice.

3b. Cost savings:

It is more cost effective to increase the maximum hours for the ARNP since the contract is flexible and depends on need, versus the set number of hours in the doctor's contract. In years past, when demand has been less, funds from this contract have reverted back to the Jail sales tax fund balance because they were not needed. Since we have no way of predicting whether to not the need will continue to increase, decline, or stay relatively the same, we are unable to definitively determine a set saving.

4a. Outcomes:

The wait time for an ill offender to see a practitioner will reduce. This should happen as soon of January 1, 2020 when the new amendment is effective.

4b. Measures:

The wait time for an offender to be seen is one of the standard tracking items in our medical Quality

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2875

Fund 118

Cost Center 118160

Originator: Wendy Jones

Assurance reviews. If those wait times reduce as we anticipate, it will become obvious in the quarterly audit.

We monitor the number of hours being used as part of our Accounts Payable process and will be able to easily track the number of hours being used.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2876 Fund 118 Cost Center 118160 Originator: Wendy Jones

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Emergency Room Doctors

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6635.007	NW Emergency Physicians	\$5,000
	Request Total		\$5,000

1a. Description of request:

This supplemental budget request is to increase available funding for Emergency Physician services at the local hospital.

1b. Primary customers:

Offenders at the Whatcom County Jail who are in need of emergency medical care.

2. Problem to be solved:

This account is used to pay the contract doctors who treat the patients seen in the Emergency Department (ED) at our local hospital. We have seen a significant increase (16%) in the number of offenders who have had to be seen in the Emergency Department during 2019. We are anticipating that this trend will continue into next year. While we were able to cover the increased costs in 2019 by re-allocating some funds within our approved budget, it does not appear that we will be able to do so in 2020.

3a. Options / Advantages:

In another of our Supplemental requests, we have requested increasing the hours for our ARNP. It may be that these additional hours will help reduce trips to the hospital Emergency Department, which would result in fewer expenditures for both the hospital and ED physicians. We do not, however, know that this will be the result.

3b. Cost savings:

There will be no specific cost savings connected to this Supplemental.

4a. Outcomes:

There will be sufficient funds available to cover the costs of the ED physicians.

4b. Measures:

Jail expenditures are monitored on a monthly basis. This includes the account balance of this account.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

General Fund.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2891

Fund 118

Cost Center 118115

Originator: Wendy Jones

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Lexipol Policy Management System - Corrections

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4369.9001	Miscellaneous Revenues	(\$8,341)
	6625	Software Maint Contracts	\$10,426
	6630	Professional Services	\$18,765
	Request Total		\$20,850

1a. Description of request:

The Lexipol system offers a comprehensive set of legally defensible policies that are continually monitored and updated by a staff of public safety professionals, attorneys, and subject matter experts based on legislative changes. The annual subscription cost includes the corrections policy manual, daily training bulletins, policy updates, online management system with access for all employees, and a supplemental publication service that we can use to host and distribute other agency documents and training.

1b. Primary customers:

Corrections deputies.

2. Problem to be solved:

The Sheriff's Office has been working on a comprehensive update of our policies for years. This task is resource intensive as policies must be researched, written, reviewed, and then updated frequently to keep up with legislative changes and new industry standards. We have been unable to find sufficient staffing time to complete this project, resulting in operational inefficiencies and increased liability exposure.

3a. Options / Advantages:

The annual subscription rate for the corrections manual is \$10,426 which reflects a 25% discount.

The Washington Counties Risk Pool will reimburse 80% of the subscription cost if we implement 80% of the available Lexipol policies, and have our deputies complete 80% of the daily training bulletins.

In order to successfully complete this project it is vital that we also utilize the Lexipol implementation team. This team will lead the transition by reviewing our current policies and recommending appropriate enhancements to the standard Lexipol policies as needed. This review is done in five stages starting with policies deemed to be "high risk and high frequency". This team also provides training on how to use the online hosting and publication system.

Implementation services are sold in 50-hour blocks. Lexipol has recommended we plan for 200-300 hours of implementation time to install both the law enforcement and corrections manuals. We are asking for three 50-hour blocks for the corrections manual at a cost of \$18,765.

3b. Cost savings:

Once fully implemented and operational, the Lexipol system will replace our current online policy and training database, PowerDMS, at a cost savings of approximately \$8000 annually.

We also anticipate being reimbursed \$8,341 annually by the Washington Counties Risk Pool for

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2891

Fund 118

Cost Center 118115

Originator: Wendy Jones

implementing at least 80% of the Lexipol corrections policies.

4a. Outcomes:

Upon approval we will immediately begin the implementation process with Lexipol. It is anticipated that with full implementation support from Lexipol, this project can be completed within 6 months.

4b. Measures:

5a. Other Departments/Agencies:

The Prosecutor's Office and the Washington Counties Risk Pool are in support of this project. They understand the challenges of keeping policies up to date, and recognize that implementation of the Lexipol system will reduce our liability exposure.

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

The Lexipol system is currently used by several other correctional facilities in Washington State, including Island County, Spokane County, and Lewis County.

6. Funding Source:

General Fund.

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 2963 Fund 118 Cost Center 118000 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Receive transfer in from GF

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8301.001	Operating Transfer In	(\$552,856)
	Request Total		(\$552,856)

1a. Description of request:

Companion supplemental to #2962, General Fund Transfer Out to Jail Fund in support of various Jail medical requests, contract beds, increase in broadband cable charge and subscription to Lexipol policy management system. It also covers cost of living increase and changeover from LPN to RN for the MAT program. This is the receipt side of the transaction.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2983 Fund 122 Cost Center 122200 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 wage & benefit settlement - Homeless Hsg

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$3,054
	Request Total		\$3,054

1a. Description of request:

Increase wage and benefit line item for wages charged out from the General Fund labor pool as a result of 2020 contract settlements.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Homeless Housing Fund Balance

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2907

Fund 122

Cost Center 122200

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Housing Support Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4341.2700	Auditor Filing-Homeless	\$390,000
	6610	Contractual Services	(\$390,000)
	Request Total		\$0

1a. Description of request:

We are decreasing anticipated revenue in the Homeless Housing fund due to decreased document recording fee revenue. We are also decreasing contractual services expenditures to offset the reduced revenue. These funds pay for housing support services, including rental assistance and case management, for individuals and families experiencing or at risk of homelessness. Services are provided by community agencies.

1b. Primary customers:

The primary customers are individuals and families who are homeless or at risk of being homeless.

2. Problem to be solved:

Whatcom County's document recording fee revenue was lower than anticipated in 2019. It is anticipated that this trend will continue into 2020. The anticipated document recording fee revenue for 2020 is not enough to cover the previously budgeted expenses for 2020.

3a. Options / Advantages:

We considered using fund balance to offset reduced revenue but there will be insufficient fund balance to make that a viable option. We anticipate being able to use some Behavioral Health fund revenue to mitigate some of the impact on housing services. Additionally some of the new SHB 1406 sales tax rebate revenue may be used to fill the funding gap created by the decrease in recording fee revenue.

3b. Cost savings:

Homeless housing fund will spend \$200,000 less in 2020 than originally planned.

4a. Outcomes:

While we will try to minimize the impact to services by utilizing other funds when available and appropriate, there will be some reduction in housing services in 2020.

4b. Measures:

Subcontracts and monthly financial reports will demonstrate spending aligned with adjusted budget.

5a. Other Departments/Agencies:

There will be reduction in contracts with community housing service providers such as Opportunity Council resulting in reduced services in the community.

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

n/a

6. Funding Source:

Document recording fees are the funding source.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 2858

Fund 123

Cost Center 123201

Originator: Kraig Olason

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Lake Whatcom On-site septic system impact assmnt

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$40,000
	8301.169	Operating Transfer In	(\$40,000)
	Request Total		\$0

1a. Description of request:

Whatcom County Stormwater Division is working jointly with Lake Whatcom Water and Sewer District to conduct an on-site septic system assessment for selected areas within the Lake Whatcom Watershed that are not currently connected to secondary sewer treatment systems. This is a follow up study to one done previously (2017) by Lake Whatcom Water and Sewer District which appeared to show that on-site septic systems could be impacting water quality in Lake Whatcom.

This follow-up study is being conducted to verify, to the extent possible, whether on-site septic systems are impacting water quality in Lake Whatcom. The overall scope in this proposed study has been broadened to include evaluating areas which on-site systems as well as areas that are sewerred to see if there is any significant difference between those areas.

It is the goal of this monitoring study to clarify if impacts to the lake are clearly identified, can it distinguish if there is a more pronounced impact in on-site septic areas verses sewerred areas.

1b. Primary customers:

Whatcom County residents that receive drinking water from Lake Whatcom, Whatcom County Stormwater Division, specifically the NPDES permit compliance, and the Lake Whatcom Water and Sewer District who would gain insight into the relative need to pursue additional secondary sewer service into areas not currently served.

2. Problem to be solved:

Lake Whatcom is the primary drinking water source for over 100,000 people in Whatcom County. Lake Whatcom is also subject to a TMDL which requires Whatcom County to develop measures and programs to reduce phosphorus and fecal coliform from entering the lake.

This study will provide sampling data which can be used to analyze any on-site impacts suspected of originating from existing on-site septic systems within the areas outlined in the study. It will further provide sample data from sewerred areas which will allow for a comparison between sewerred and septic treatment areas.

3a. Options / Advantages:

The other option would be to simply not do a follow up study. However, the initial study did draw conclusions that upon further review seemed to be speculative and not clearly supported by the data collected. This study is designed to clarify those areas of disputed conclusions.

3b. Cost savings:

Depending on the outcome of this study, if it is determined that the existing on-site septic systems are not contributing in any significant or even minor way, the installation of costly sewer extensions could be avoided.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 2858

Fund 123

Cost Center 123201

Originator: Kraig Olason

4a. Outcomes:

- Characterize fecal bacteria, phosphorus, and bacteriodes DNA concentrations at shoreline sites during critical conditions for septic system leaching and sewer inflow and infiltration (wet season storm events.)
- Compare fecal bacteria, phosphorus, and bacteriodes DNA concentrations between septic, sewer, and undeveloped shorelines during critical conditions.
- Compare fecal bacteria concentrations to state water quality standards.
- Compare phosphorus concentrations to Lake Whatcom TMDL goals.

4b. Measures:

Conducting the sampling during the wet weather season provides the basis for the analysis.

An analysis that provides conclusive evidence that septic systems are or are not impacting water quality to the lake is the measure of success for this project.

5a. Other Departments/Agencies:

This project is being proposed jointly between Whatcom County and the Lake Whatcom Water and Sewer District. An inter-local agreement will be developed to spell out the conditions of this collaborative project. Both Natural Resource and Stormwater Divisions of Whatcom County Public Works will be involved in the review of all project activities and outcomes.

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

Justin Clary, Manager Lake Whatcom Water and Sewer District
Gary Stoyka and Erika Douglas, Natural Resources Division of WC Public Works
Kraig Olason and Cathy Craver, Stormwater Division of WC Public Works

6. Funding Source:

Countywide Flood Fund - 169

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2878 Fund 124 Cost Center 124120 Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: City of Bellingham - GRACE Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4337.1001	City of Bham Support	(\$140,000)
	6610	Contractual Services	\$110,838
	8351	Operating Transfer Out	\$29,162
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to support the continued operation of the GRACE (Ground-level Response and Coordinated Engagement) program. The county recently entered into a cost-sharing agreement with the City of Bellingham to support contractual services for the GRACE program currently being provided by SeaMar Community Health Center. This request allows us to expend city revenue to cover the city's share of the program expenses. GRACE provides intensive outreach and engagement services to individuals with complex challenges who frequently utilize crisis response systems.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE members. GRACE members are individuals who utilize at a high frequency the crisis response systems (both law enforcement and Emergency Medical Services (EMS) as well as the hospital emergency department in ineffective ways.

2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive, proactive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated fashion, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals.

3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. "Community Support Plans" will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems while improving the health and well-being of the GRACE members.

3b. Cost savings:

The county will realize savings by reducing the frequency of inappropriate use of the crisis system by GRACE members. Additionally, the county will utilize funding from various community partners to support the costs of the GRACE program.

4a. Outcomes:

The GRACE program has been operational formally since September 2018. Current program capacity can serve 80 members at any given time. To date, 120 members have received services through GRACE and 31 of them have already "graduated" from the program as a result of significant reduction or

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2878

Fund 124

Cost Center 124120

Originator: Kathleen Roy

elimination of 9-1-1 calls and responses. These individuals have been connected to ongoing services and supports that meet their needs in a comprehensive manner.

4b. Measures:

Measures include a reduction in crisis response calls, Emergency Department visits, law enforcement responses, and jail bookings by GRACE members. Measures also include increased connections between GRACE members and ongoing support services.

5a. Other Departments/Agencies:

EMS, Jail, Law Enforcement agencies, and the hospital. Multiple treatment and social service agencies are providing coordinated services.

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

n/a

6. Funding Source:

Funding for this request is provided by the City of Bellingham, a key partner in the GRACE program.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2883

Fund 124

Cost Center 124115

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Peace Health – GRACE Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367,1000	Donations	(\$50,000)
	6610	Contractual Services	\$41,380
	8351	Operating Transfer Out	\$8,620
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to use funds received anticipated from Peace Health to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions.

1b. Primary customers:

Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department.

2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals.

3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems.

3b. Cost savings:

The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants.

4a. Outcomes:

GRACE participants will reduce their frequency of use of crisis response systems.

4b. Measures:

Reduction in Emergency Department and EMS utilization and jail bookings by GRACE participants.

5a. Other Departments/Agencies:

none

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

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2883

Fund 124

Cost Center 124115

Originator: Kathleen Roy

n/a

6. Funding Source:

Peace Health St. Joseph Medical Center Community Grant

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2894 Fund 124 Cost Center 124116 Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Vehicle Purchase-CDE Medical Outreach

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$48,000
	Request Total		\$48,000

1a. Description of request:

We are requesting approval to purchase a vehicle to support the Mobile Syringe Services Program in rural Whatcom County. The vehicle would also be used for other types of mobile medical response (immunizations, testing, mobile clinics). The purpose of the syringe services program is to engage injection drug users in prevention services including needle exchange, infectious disease testing, immunizations, wound screening, naloxone distribution and referrals for substance use disorder treatment. There are currently three county locations where residents receive mobile syringe services with the plan to expand to a 4th site in early 2020. See ASR #2020-2897 corresponding on-going costs for this vehicle.

1b. Primary customers:

Whatcom County residents.

2. Problem to be solved:

The Syringe Exchange program has exceeded the capacity to appropriately and safely serve clients at the State St Clinic location. Additionally, it is difficult for rural county residents to access services located in Bellingham. We are currently piloting a mobile exchange using a rented vehicle. Results of the pilot demonstrate the continued and expanded need for this service in rural Whatcom County. We need a specialized van to adequately provide an array of medical and prevention services in the field.

3a. Options / Advantages:

We explored the option of using/sharing an existing fleet vehicle but all vehicles are fully used at this time and this van will have customization work to allow for the delivery of medical services. Since this is a vehicle that residents approach and enter for services, it is not a practical solution to have the staff use a personal vehicle. Continued use of a rental vehicle is expensive and rental vehicles are not equipped to allow us to effectively deliver medical services. We considered contracting with a partner agency to provide the service, but we were unable to find a partner willing to contract.

3b. Cost savings:

We are preventing long range health care expenses for infections related to injection drug use and chronic Hepatitis C and HIV.

- An extended hospital stay for common serious health conditions associated with injection drug use costs approximately \$200,000.

- Treating one case of Hepatitis C ranges from \$26,000 to \$84,000 depending on the type of the Hepatitis C infection.

We are engaging in outreach and health promotion activities, and referral to substance use disorder treatment as well as other resources to improve social determinants of health.

4a. Outcomes:

Increase the number of client visits by 20% by the end of 2020.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2894

Fund 124

Cost Center 124116

Originator: Kathleen Roy

Increase the number of needles exchanged by 20% by the end of 2020.

4b. Measures:

The mobile exchange could have an impact on law enforcement should they need to respond to issues with clients at the exchange. There have been very few incidents at the existing exchange over the years. We have been in contact with law enforcement agencies and they are in support of the expansion. We are also in contact with EMS and the community paramedics (one of the parking locations is a fire station). The program could potentially decrease hospitalizations for infections related to injection drug use. Since the program distributes naloxone, expansion of services could also reduce the number of 911 calls for overdoses.

5a. Other Departments/Agencies:

none

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

n/a

6. Funding Source:

This request will be funded from the Behavioral Health Program Fund.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2896

Fund 124

Cost Center 124100

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Behavioral Health Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4313.1400	Chem Dpdcy/Mental Hlth T	(\$500,000)
	6610	Contractual Services	\$1,090,000
	8351	Operating Transfer Out	\$227,047
	Request Total		\$817,047

1a. Description of request:

In 2019 we received an increase in expenditure authority to provide expanded programs and services including supportive housing, community-based treatment, intensive outreach and engagement services for individuals who are homeless. Approval of this request will allow us to continue those services in 2020. We anticipate approximately \$500,000 in increased revenue due to new 2020 sales tax revenue projections. The remaining funds will come from fund 124 fund balance.

1b. Primary customers:

Children and adults living with behavioral health challenges/housing challenges.

2. Problem to be solved:

The need for behavioral health services and housing are increasing in our community. In order to maintain prioritized services we will need increased expenditure authority for 2020. Individuals and families who are facing a housing crisis or who are homeless often experience unstable mental health due to the increased stressors of their living conditions. These more complicated issues require additional case management to insure positive outcomes. Even with this increase, due to reductions in funding from other sources some services will be reduced in the community in order to maintain a stable Behavioral Health Fund balance into the future.

3a. Options / Advantages:

We considered further reductions to important behavioral services in the community but feel it is prudent to minimize service reductions to the greatest extent possible.

3b. Cost savings:

Behavioral health services and support reduce cost burden on the county because they result in increased employability, healthy family life, and improved mental health.

4a. Outcomes:

Expected outcomes include increased engagement in treatment services, increased housing stability for persons with behavioral health disorders, decreased utilization of costly emergency services, decreased law enforcement contacts, decreased jail bookings and days spent in jail.

4b. Measures:

Performance measures vary depending upon the contracted services. Performance measures will include number of contacts with identified clients, client caseload ratios, connection to treatment services, access to housing, stability in housing programs, and decreased contacts with emergency services and criminal justice systems.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2896

Fund 124

Cost Center 124100

Originator: Kathleen Roy

5a. Other Departments/Agencies:

none

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

n/a

6. Funding Source:

This request will be funded using the Behavioral Health Program Fund balance.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2899

Fund 124

Cost Center 124118

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: NorthSound ACH – GRACE Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9330	Medicaid Transformation	(\$20,000)
	6610	Contractual Services	\$16,552
	8351	Operating Transfer Out	\$3,448
	Request Total		\$0

1a. Description of request:

This request seeks to utilize funds from the North Sound Accountable Community of Health (NS ACH) to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions. Emergency Medical Services (EMS) will receive \$100,000 for GRACE-related operations.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department

2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals.

3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems.

3b. Cost savings:

The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants

4a. Outcomes:

The GRACE program will be fully operational.

4b. Measures:

Reduction in ED and EMS utilization and jail bookings by GRACE participants.

5a. Other Departments/Agencies:

none

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2899

Fund 124

Cost Center 124118

Originator: Kathleen Roy

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

n/a

6. Funding Source:

North Sound Accountable Community of Health

Supplemental Budget Request

Status: Pending

Superior Court

Suppl ID # 2954

Fund 124

Cost Center 124200

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Drug Court

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$3,340
	Request Total		\$3,340

1a. Description of request:

2020 Wage & Benefit Settlement for Drug Court employees
\$16,700 was reserved for 2020 wage and benefit settlements in Drug Court and Family Treatment Court.
Actual settlements came in \$3,340 higher.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Behavioral Health Fund

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2948

Fund 127

Cost Center 127100

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Move MH Millage budget

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4311.1000	Current Year Collections	\$310,870
	4311.1010	Delinquent Tax-1 Yr	\$3,000
	4311.1020	Delinquent Tax-2 Yr	\$1,000
	4311.1030	Delinquent Tax-3 Yr	\$1,000
	4311.1040	Delinq Tax-4 or More Yr	\$100
	4317.2000	Leasehold Excise Tax	\$2,000
	4317.4000	Forest Excise Tax	\$2,000
	4361.4001	Interest on Notes/Accou	\$20
	4362.5010	State Forest Board	\$10
	6610	Contractual Services	(\$268,902)
	8110	State Timber Sales	\$4,000
	8351	Operating Transfer Out	(\$55,098)
	Request Total		\$0

1a. Description of request:

Move Mental Health millage budget back to the General Fund. Separate special revenue fund is no longer needed.

1b. Primary customers:

2. Problem to be solved:

It was thought there were surplus mental health millage funds being carried over every year so a separate fund was created to track the excess levy funds. Upon further investigation, it was found that not all expenses that could be charged to this restricted funding source were being charged. Once accounted for we realized there was no need for a separate fund as there are more expenses than revenues.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2948

Fund 127

Cost Center 127100

Originator: M Caldwell

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2949 Fund 127 Cost Center 127200 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Move DD millage budget

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4311.1000	Current Year Collections	\$310,870
	4311.1010	Delinquent Tax-1 Yr	\$3,000
	4311.1020	Delinquent Tax-2 Yr	\$1,000
	4311.1030	Delinquent Tax-3 Yr	\$1,000
	4311.1040	Delinq Tax-4 or More Yr	\$100
	4317.2000	Leasehold Excise Tax	\$2,000
	4317.4000	Forest Excise Tax	\$2,000
	4361.4001	Interest on Notes/Accou	\$20
	4362.5010	State Forest Board	\$10
	6110	Regular Salaries & Wages	(\$59,525)
	6190	Direct Billing Rate	(\$71,801)
	6210	Retirement	(\$7,768)
	6230	Social Security	(\$4,554)
	6245	Medical Insurance	(\$15,137)
	6255	Other H&W Benefits	(\$1,348)
	6259	Worker's Comp-Interfund	(\$728)
	6269	Unemployment-Interfund	(\$208)
	6610	Contractual Services	(\$105,083)
	6780	Travel-Educ/Training	(\$1,000)
	6790	Travel-Other	(\$500)
	7110	Registration/Tuition	(\$500)
	7140	Meeting Refreshments	(\$500)
	7190	Other Miscellaneous	(\$250)
	8110	State Timber Sales	\$4,000
	8351	Operating Transfer Out	(\$55,098)
	Request Total		\$0

1a. Description of request:

Move Developmental Disability millage budget back to the General Fund. Separate special revenue fund is no longer needed.

1b. Primary customers:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2949

Fund 127

Cost Center 127200

Originator: M Caldwell

2. Problem to be solved:

It was thought there were surplus developmental disability millage funds for operations so a separate fund was created to track the excess levy funds. Upon further investigation, it was found that not all expenses that could be charged to this restricted funding source were being charged. Once accounted for we realized there was no need for a separate fund as there are generally more expenses than revenues.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Public Works

Engineering Design/Const

Suppl ID # 2987

Fund 128

Cost Center

Originator: Randy Rydel

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Swift Creek Fund 2020

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0311	CZM-FCCAP Grant	(\$365,000)
	6610	Contractual Services	\$10,000
	6630	Professional Services	\$265,000
	6699.108	Other Services-Interfund	\$250,000
	6699	Other Services-Interfund	\$140,000
	8301.108	Operating Transfer In	(\$150,000)
	8301.169	Operating Transfer In	(\$150,000)
	Request Total		\$0

1a. Description of request:

The Swift Creek fund, tasked with implementing the Swift Creek Sediment Management Plan, is jointly funded through county dollars and State grant fund. This project has been appropriated \$6.4 million dollars from the state which is being allocated as the funds are used. In addition to the state funds the county has committed to providing \$300K of annual funding.

A 2020 budget was not created for this fund during the biennium budgeting process as the funding had not been entirely secured at that time. This supplement provides basic funding for county staff project management, as well as continued maintenance/dredging work as needed.

Additional supplements will be requested as dictated by project needs when the grant dollars are allocated through grant amendments.

This grant is just the first phase of a multi-year response the Swift Creek sediment flows.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Public Works

Engineering Design/Const

Suppl ID # 2987

Fund 128

Cost Center

Originator: Randy Rydel

Road Fund employees are managing this project.

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

6. Funding Source:

Department of Ecology, Flood Control Zone District, and Road Fund

Supplemental Budget Request

Status: Pending

Health

Administration

Suppl ID # 2953 Fund 140 Cost Center 140000 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Wage & Benefit Settlement - Solid Waste

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$19,309
	6210	Retirement	\$2,656
	6230	Social Security	\$1,784
	6245	Medical Insurance	\$1,560
	6255	Other H&W Benefits	\$148
	6269	Unemployment-Interfund	(\$148)
	Request Total		\$25,309

1a. Description of request:

Add 2020 wage and benefit settlements to budget, as well as additional wage budget for employee hired in at higher than budgeted step.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Solid waste fund balance

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2880

Fund 140

Cost Center 140202

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Disposal of Toxics Facility Maintenance

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6699	Other Services-Interfund	\$5,000
	7060	Repairs & Maintenance	\$20,000
	Request Total		\$25,000

1a. Description of request:

We are requesting expenditure authority to conduct repair and maintenance on the county-owned Disposal of Toxics facility. In particular, cleaning and re-encapsulation of secondary containment structures and flooring with renewed chemical resistant coatings is necessary to allow for continued operations.

1b. Primary customers:

All Whatcom County residents who generate household hazardous wastes and qualified business hazardous wastes.

2. Problem to be solved:

The Disposal of Toxics facility requires routine repair and maintenance to allow for continued operations to protect human health and the environment.

3a. Options / Advantages:

Maintenance of the facility could be delayed but it is more cost effective to maintain the facility on routine basis. It is best to ensure adequate secondary containment to prevent environmental impact should a spill occur.

3b. Cost savings:

Better management of our solid waste infrastructure will result in cost savings for the county. Several of our facilities are in significant need of maintenance or replacement because they have not been given proper attention in years past. Having sufficient capacity to ensure upkeep of the facilities will ultimately save costs.

4a. Outcomes:

Re-encapsulation of secondary containment structures and routine maintenance will be conducted in 2020.

4b. Measures:

Outcomes will be measured by completed repair and maintenance specifications.

5a. Other Departments/Agencies:

None

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

n/a

6. Funding Source:

The funding source of this request is the Whatcom County Solid Waste Excise Privilege Tax. The fund balance at the end of 2018 was \$3,211,147.

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2884

Fund 140

Cost Center 140100

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Solid Waste Comprehensive Plan Update

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$100,000
	8351	Operating Transfer Out	\$33,445
	Request Total		\$133,445

1a. Description of request:

We are requesting expenditure authority to contract for professional services needed to update the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan.

1b. Primary customers:

All Whatcom County residents who generate solid wastes.

2. Problem to be solved:

The Whatcom County Comprehensive Solid and Hazardous Waste Management Plan is required to be updated every five years, in order to properly manage solid and hazardous wastes. The current 2016 plan must be updated by 2021.

3a. Options / Advantages:

We considered using existing county staff to update the plan but we do not have staffing capacity to accomplish this major update. Additional expertise will also be available from the contractor resulting in a better planning process and plan.

3b. Cost savings:

The plan will identify and evaluate opportunities for solid and hazardous waste system improvements and provide an implementation schedule for selected improvements. Improved efficiencies and effectiveness in Whatcom County's solid waste management will result in cost savings for the county.

4a. Outcomes:

The planning will begin in 2020 with the goal to have the plan completed and approved by the Department of Ecology in early 2021.

4b. Measures:

As required by law, the required outcome constituting success will be approval of the plan by the Department of Ecology.

5a. Other Departments/Agencies:

none

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

n/a

6. Funding Source:

This request will be funded using the Whatcom County Solid Waste Excise Privilege Tax balance. The fund balance at the end of 2018 was \$3,211,147.

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2890

Fund 140

Cost Center 140101

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Solid Waste Collection Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4343.7010	Garbage Collection Fee	(\$475,000)
	6610	Contractual Services	\$475,000
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to pay the Point Roberts solid waste contractor for solid waste curbside collection services in Point Roberts. The Point Roberts solid waste curbside collection fee is included on the annual County property tax statement. The County then provides payment to the contractor.

1b. Primary customers:

Point Roberts residents.

2. Problem to be solved:

Point Roberts' solid waste collection system has high operating costs and low economy of scale due to small population and high seasonal occupancy. This has resulted in difficulty maintaining a viable service provider in the area. Established in 2019, this collection service supported by tax fees provides reliable and affordable solid waste collection services for citizens. This service, required by WCC 8.10.040(D), protects the human health and environment of Whatcom County.

3a. Options / Advantages:

Requested activity is required as per WCC 8.10.040(D).

3b. Cost savings:

The activity is revenue neutral.

4a. Outcomes:

Protection of human health and the environment through provision of high levels of cost effective service in an area that has high operating costs and low economy of scale.

4b. Measures:

Property tax bill process reporting and business office invoice payment tracking. Success is measured by service provision results, collection of fee for service on property tax bills, and accurate processing of service provider invoices.

5a. Other Departments/Agencies:

none

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

n/a

6. Funding Source:

The funding source of this request is the fee for solid waste services as collected on Point Roberts residential property tax bills.

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2892

Fund 140

Cost Center 140203

Originator: Kathleen Roy

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Waste Reduction and Recycling Program Expansion

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$80,000
	8351	Operating Transfer Out	\$15,000
	8351	Operating Transfer Out	\$31,775
	Request Total		\$126,775

1a. Description of request:

We are requesting expenditure authority to increase funding for waste reduction and recycling programs. This request is consistent with RCW 70.95.010(8) and follows recommendations 3.3.1.(A-G) and 5.3.2.B of the 2016 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan. This request is also recommended by the Whatcom County Solid Waste Advisory Committee and approved by the Solid Waste Executive Committee.

1b. Primary customers:

All Whatcom County residents who generate solid wastes.

2. Problem to be solved:

This request addresses the prioritization of waste reduction and recycling in RCW 70.95 and in the 2016 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan to protect human health and the environment.

3a. Options / Advantages:

Options considered include expanding our successful recycling programs and initiating new programs. Our current recycling programs in schools, the Master Composter/ Recycler programs and Towards Zero Waste commercial sector recycling programs have been very successful. Modest expansion of these programs is the best option that will bring us closer to our recycling goals. We also plan to fund a new Food Recovery Initiative to divert food wastes from restaurants and grocery stores to homeless populations rather than landfills.

3b. Cost savings:

Waste reduction and recycling programs reduce costs of solid and hazardous waste management associated with collection, transportation, processing, treatment, landfilling and disposal, cleanup, and impacts to human health and the environment.

4a. Outcomes:

Outcomes in terms of pounds of waste recycled or reduced for each existing waste reduction and recycling program will be increased proportionate to the increase in funding. The new food recovery initiative outcomes target is 50,000 pounds of food waste diverted from landfills resulting in 25,000 meals.

4b. Measures:

Outcomes will be measured in pounds of recyclables recovered and meals provided. Success will be measured by comparison with estimates and goals.

5a. Other Departments/Agencies:

none

Friday, October 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2892

Fund 140

Cost Center 140203

Originator: Kathleen Roy

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

n/a

6. Funding Source:

This request will be funded using the Whatcom County Solid Waste Excise Privilege Tax balance. The fund balance at the end of 2018 was \$3,211,147.

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2902

Fund 140

Cost Center 140100

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: EnviroStars Program Annual Dues

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7115	Membership & Assoc Dues	\$5,950
	Request Total		\$5,950

1a. Description of request:

We are requesting spending authority to cover the Health Department's annual membership dues for the WA State EnviroStars program. The Whatcom County EnviroStars program has provided environmental management technical assistance to the commercial sector for over 20 years.

1b. Primary customers:

All Whatcom County licensed businesses, non-profit companies and government agencies.

2. Problem to be solved:

This request addresses the prioritization of waste reduction and recycling in RCW 70.95, and in the 2016 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, to protect human health and the environment.

3a. Options / Advantages:

This is the best option due to the proven success of the established EnviroStars program in provision of technical assistance to the commercial sector.

3b. Cost savings:

Waste reduction decreases costs of solid and hazardous waste management associated with collection, transportation, processing, treatment, landfilling and disposal, cleanup, and impacts to human health and the environment.

4a. Outcomes:

175 technical assistance site visits to businesses and agencies annually.

4b. Measures:

As a local initiative in the Ecology Local Source Control Program, outcomes are measured and reported on a quarterly basis.

5a. Other Departments/Agencies:

none

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

n/a

6. Funding Source:

The funding source of this request is the Whatcom County Solid Waste Excise Privilege Tax.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2965

Fund 141

Cost Center 14100

Originator: Tawni Helms

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Wayfinding Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$565,775
	Request Total		\$565,775

1a. Description of request:

in 2015 Bellingham Whatcom County Tourism used County and City Lodging Tax Funds to contract with Roger Brooks International to perform an Opportunity Assessment of our region. The Roger Brooks Assessment was presented to the County and Cities and provided a detailed study that identified several challenges and deficiencies in the county's existing wayfinding system as well as several opportunities that could be capitalized on for the greater benefit of the region. In 2017 Bellingham Whatcom County Tourism contracted with a project management firm, MERJE, to identify methods for developing a countywide wayfinding program. This work resulted in the participation from each of the Cities and County in developing a comprehensive program that includes sign design, locations, and messages for primary and secondary travel routes in the region.

At their 2020 funding allocation meeting, the Lodging Tax Advisory Committee made the recommendation to fund the implementation of this shared multi-jurisdictional project.

1b. Primary customers:

Whatcom County citizens and the tourism industry.

2. Problem to be solved:

The Roger Brooks report identified countywide wayfinding as the top priority for Whatcom County. By way of definition, wayfinding includes signage at gateways and entries into the communities; attractions and activities; amenities including parking, restrooms and visitor information centers; trail markers and access points; visitor information kiosks; pedestrian wayfinding specifically in downtowns.

Developing a consistent identity throughout the county provides visitors and residents a seamless journey and experience and provides a larger coverage radius to promote the depth of destinations which encourages repeat visits and overnight stays and minimizes hard and soft costs of developing a countywide wayfinding system.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

Through a coordinated wayfinding program, we can drive visitors from heavily visited areas to other attractions and less frequented cities, towns, and attractions in Whatcom County. Enhances awareness can potentially increase not only tourism, but business relocation and economic development.

4b. Measures:

New wayfinding signs will be implemented throughout the county.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2965

Fund 141

Cost Center 14100

Originator: Tawni Helms

5a. Other Departments/Agencies:

This multi-jurisdictional project will involve the cities and county public works departments.

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

6. Funding Source:

Lodging Tax Fund

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2901

Fund 151

Cost Center 151

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: On-Site Septic System (OSS) Rebate Expansion

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$6,000
	Request Total		\$6,000

1a. Description of request:

We are requesting additional expenditure authority to support On-Site Septic System (OSS) and Operations and Maintenance (O&M) rebate and incentive program. Rebates would be available for system evaluation or equipment installation (\$100 max) or septic tank pumping (\$200 max). Funds available for this project are from Fund 151 OSS loan repayments and can only be used for O&M related projects.

1b. Primary customers:

Whatcom County landowners with septic systems who have not submitted a current Report of System Status (ROSS) as required under WCC 24.05.160. The required ROSS captures the best information about the operational status of an On-site Septic System.

2. Problem to be solved:

Failing On-site Septic systems pose a threat to public health and the environment. Hazards include the threat of human exposure to untreated sewage, contamination of drinking water supplies, degradation of surface and groundwater resources and contamination of shellfish resources. Human consumption of shellfish contaminated by failing OSS can lead to sickness and even death.

3a. Options / Advantages:

Program will assist in encouraging landowners throughout the county to engage in required routine evaluations and maintenance of their septic systems. This program also encourages landowners to seek more information about septic systems and connect with Health Department staff as technical resources.

3b. Cost savings:

Properly operating on-site septic systems save homeowners from expensive repairs and taxpayers from the costs of enforcement of failing systems and shellfish bed closures.

4a. Outcomes:

Similar to rebate programs in other counties, the goals of this program are to 1) provide an incentive for landowners to attend a Health Department septic workshop and build their knowledge about septic systems, 2) encourage landowners to complete routine evaluations and maintenance to support properly functioning septic systems, and 3) improve and protect water quality through maintenance or repairs as needed and replacement of failing septic systems. Surface water and downstream shellfish beds are community resources. Incentives for this program help improve and protect these community resources so public health risks are reduced.

4b. Measures:

- (1) Increased number of OSS failures discovered.
- (2) Increased number of ROSS documents received.
- (3) Identify the location and operational status of previously unknown OSS systems.
- (4) Increase O&M compliance rate to include those citizens unable to pay for septic inspection.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2901

Fund 151

Cost Center 151

Originator: Kathleen Roy

Health Department and Public Works Pollution Identification and Control (PIC) program coordinate to provide the rebates to homeowners.

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

Darin Klein, Environmental Health Supervisor

6. Funding Source:

Fund balance from OSS Loan repayments located in 151 Fund (Community Development Fund).

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 2955

Fund 167

Cost Center 16700

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Wage & Benefit Settlement - DEM

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

Object	Object Description	Amount Requested
6110	Regular Salaries & Wages	\$10,693
Request Total		\$10,693

1a. Description of request:

2020 Wage and benefit settlement

2020 reserve for wage and benefit settlements is \$18,500, additional amount needed is \$10,693 for a total increase of \$29,193.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Emergency Management fund balance

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2960 Fund 324 Cost Center 32400 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Trf funding to support Lake Whatcom Park projects

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.106	Operating Transfer Out	\$100,000
	8351.106	Operating Transfer Out	\$325,025
	Request Total		\$425,025

1a. Description of request:

Transfer REET II funding in support of two Lake Whatcom Park project budget requests:
\$100,000 in support of Suppl ID #2844 for Lake Whatcom Trail Development
\$352,025 in support of Suppl ID #2794 for Lake Whatcom Park Trailhead Improvements

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

REET II

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2808

Fund 326

Cost Center 326051502

Originator: Rob Ney

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Carpet Public Defender Building

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$65,000
	Request Total		\$65,000

1a. Description of request:

Carpet in the Public Defenders Central Plaza building is in need of replacing. Replacing carpet in a fully occupied building is a costly endeavor, specifically because re-carpeting a fully occupied building requires all furniture to be moved. This is a costly effort and would take the majority of our annual carpet replacement budget. Staff is requesting adequate budget to re-carpet Central Plaza.

If approved, the carpet will be replaced with carpet squares, allowing quick and easy replacement of stained squares. This should extend the life of the carpet and keep the building looking fresh and clean.

1b. Primary customers:

Employees of the Central Plaza building and patrons of this facility.

2. Problem to be solved:

Re-carpeting of fully occupied buildings is costly. Staff desires to update and refresh the Central Plaza building, and additional budget capacity is needed for this effort.

3a. Options / Advantages:

The only other method is to not perform these needed maintenance tasks.

On-going maintenance is required on existing buildings. It is desired that we limit disruption of County staff and get both painting and carpeting completed in a single effort.

3b. Cost savings:

Competitive bids will be solicited for this effort. The County will select the most competitive bid that falls within the budget.

4a. Outcomes:

Competitive bids will be solicited for this effort. The County will select the most competitive bid that falls within the budget.

4b. Measures:

The work will be completed in 2020.

When the project is in place, and within budget.

5a. Other Departments/Agencies:

It will positively affect the Public Defenders employees and patrons.

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

Public Defender

Rob Ney

6. Funding Source:

REET I

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2809 Fund 326 Cost Center 326051301 Originator: Rob Ney

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Repaint Public Defender Building

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$50,000
	Request Total		\$50,000

1a. Description of request:

Painting in the Public Defenders Central Plaza building is in need. Painting in a fully occupied building is a costly endeavor, specifically because re-painting a fully occupied building requires significant amount furniture to be moved. This is a costly effort and would take the majority of our annual paint replacement budget. Staff is requesting adequate budget to re-painting Central Plaza.

1b. Primary customers:

Employees of the Central Plaza building and patrons of this facility.

2. Problem to be solved:

Painting of fully occupied buildings is costly. Staff desires to update and refresh the Central Plaza building, and additional budget capacity is needed for this effort.

3a. Options / Advantages:

The only other method is to not perform this needed maintenance tasks.

On-going maintenance is required on existing buildings. It is desired that we limit disruption of County staff and get painting completed in a single effort.

3b. Cost savings:

Competitive bids will be solicited for this effort. The County will select the most competitive bid that falls within the budget.

4a. Outcomes:

The Central Plaza building will get a much needed refresh.

4b. Measures:

The work will be completed in 2020.

When the project is in place, and within budget.

5a. Other Departments/Agencies:

It will positively affect the Public Defenders employees and patrons.

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

Public Defender

Rob Ney

6. Funding Source:

REET I

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2941

Fund 332

Cost Center 332219

Originator: T. Helms

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Tri-Funder Agreement for Economic Development

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$113,824
	Request Total		\$113,824

1a. Description of request:

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

1b. Primary customers:

Whatcom County Citizens, business owners and the community as a whole.

2. Problem to be solved:

The agreement was extended through December 31, 2021. This budget supplemental adds the budget necessary to fulfill the contractual obligation for 2020. A 2021 budget supplemental will be introduced for the 2021-2022 budget.

3a. Options / Advantages:

None.

3b. Cost savings:

n/a

4a. Outcomes:

Economic development services will be provided for Whatcom County businesses; business retention, expansion, recruitment and start-up in support of economic development for the entire region.

4b. Measures:

Contractual obligations will be fulfilled.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Public Utility Improvement Fund via the Economic Development Investment (EDI) Program.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2964 Fund 332 Cost Center 33219 Originator: T. Helms

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Housing Affordable Impact Fee Loan Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$500,000
	Request Total		\$500,000

1a. Description of request:

\$500k was committed as an additional investment in the Housing Affordable through the Workforce Program as recommended by the EDI Board on November 7, 2019.

1b. Primary customers:

2. Problem to be solved:

The loan program will exhaust all of their program funds at the end of the 2019 year. Additional funding is needed to support additional housing projects in 2020 and beyond.

3a. Options / Advantages:

The Housing Affordable through the Workforce loan program allows for impact fee loans for eligible projects. If the funding is not continued the program will no longer be available for eligible housing projects.

3b. Cost savings:

n/a

4a. Outcomes:

Additional impact fee loans will be made available for eligible affordable housing for the workforce projects.

4b. Measures:

Loans will be funded and repaid.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Public Utility Improvement Fund via the Economic Development Investment (EDI) Program.

Supplemental Budget Request

Status: Pending

Public Works

Ferry & Docks

Suppl ID # 2944 Fund 444 Cost Center 444100 Originator: Randy Rydel

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2020 Ferry Wage Supplement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$60,000
	8301.108	Operating Transfer In	(\$27,000)
	Request Total		\$33,000

1a. Description of request:

In 2018, with the departure of the Ferry Manager, the role of Senior Master of the Whatcom Chief began to morph from that of a purely boat oriented position to a combined boat and ferry program position. This change, bringing the Senior Master out of the boat and into the office for approximately 50% of his time, has succeeded bringing the operational knowledge of the boat into the planning for an efficient, forward looking ferry program. This could not have come at a better time considering the detailed review of the program through the Level of Service review and continued discussions about the near future plans for the ferry and terminal. This shift has resulted in less time for the Senior Master to pilot the Whatcom Chief and required back filling of this position to keep the boat fully staffed to Coast Guard regulations.

1b. Primary customers:

Residents and businesses on Lummi Island.

2. Problem to be solved:

The Senior Master position has been more frequently utilized, in an off boat capacity, to manage ferry operations. Time spend in the office must to back filled with a Master on board the vessel. The additional cost of back filling the position, to allow the Senior Master time to cover additional duties of managing the Ferry Program is approximately \$60k given the expanding needs of the program.

3a. Options / Advantages:

Previously we had a part time Ferry Manager within Public Works to cover ferry program planning and operational needs. It was not a full time position and was previously split with another division. Due to reorganization of other departments after the Ferry Manager left, this arrangement is no longer feasible. Additionally, the hands on operational knowledge of the boat and operations has added value in addressing the program's needs.

3b. Cost savings:

There was a cost savings in 2018, but the program needs have grown and more office time has been necessary in 2019. It is expected that 2020 time requirements may continue to grow, but will remain similar to what would be expected of a part time ferry manager.

4a. Outcomes:

The Senior Master will continue to balance the need for office management time with the needs of the boat. This will be a flexible arrangement that can adapt to the changing needs of the program.

4b. Measures:

5a. Other Departments/Agencies:

No

Supplemental Budget Request

Status: Pending

Public Works

Ferry & Docks

Suppl ID # 2944

Fund 444

Cost Center 444100

Originator: Randy Rydel

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

6. Funding Source:

Ferry Fund Balance (which is 45% funded by Road funds)

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2831

Fund 501

Cost Center 501600

Originator: Eric Schlehuber

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Additional bunkers for salt and sand storage

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7380	Other Improvements	\$90,000
	8301.108	Operating Transfer In	(\$90,000)
	Request Total		\$0

1a. Description of request:

Due to lack of adequate covered storage space at the Central Shop, this request is to add additional salt and sand covered storage at the Road Maintenance Pt. Roberts shop and at Abel pit.

The Pt Roberts location would be approx. 30' x 36' with 2 high ecology blocks (existing), concrete pad (\$8K) and cover (\$27K) = \$35K

Abel Pit location would be approx. 36' x 72' with 2 high ecology blocks (\$4K), concrete pad (\$16K) and cover (\$35K) = \$55K

1b. Primary customers:

Citizens of Whatcom County.

2. Problem to be solved:

Last years winter season we experienced a salt shortage and were unable to order additional salt quantities during the February 2019 snow and ice event. We have since registered with WA State DES under their 80/120 salt procurement program where we will be guaranteed at least a minimum quantity for the upcoming 2019-2020 winter season. If we experience a non-snow and ice winter season we will be required to accept this minimum quantity (approx. 320-480 tons) and will need additional covered storage space for the salt.

3a. Options / Advantages:

Other options include paying a higher price for salt, if available during the emergency, non-covered storage could result in leaching of salt, or reducing our sanding level of service.

3b. Cost savings:

Cost savings result from pre-ordering a specified quantity of salt at a pre-determined rate.

4a. Outcomes:

Adequate salt supply to meet M&O's sanding level of service.

4b. Measures:

When the motoring public is able to safely navigate Whatcom County roads during snow and ice events.

5a. Other Departments/Agencies:

No.

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

M&O- Michael Koenen.

6. Funding Source:

Road fund.

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2968 Fund 501 Cost Center 501100 Originator: Eric Schlehuber/Rob Ney

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: AS Fac/Public Works Bucket Truck- ASR2019-2967

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$115,000
	8301.507	Operating Transfer In	(\$57,500)
	8301.108	Operating Transfer In	(\$57,500)
	Request Total		\$0

1a. Description of request:

To carry over budget authority from 2019 into 2020 due to state contract issues in 2019, which will replace Facilities bucket truck #820 (ASR2019-2967) and be funded in half (50%) by AS-Facilities and half (50%) funded by Road Fund which give Road 1/2 interest in this piece of equipment.

1b. Primary customers:

Facilities & Road.

2. Problem to be solved:

Carryover of approved 2019-2020 budget for ASR2019-5869/ASR2019-6109 bucket truck replacement.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

AS-Facilities & Road-M&O.

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

Eric Schlehuber/Equipment Services Manager for the purchase of the replacement bucket truck.

6. Funding Source:

AS-Facilities & Road Fund.

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2972 Fund 501 Cost Center 501100 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Addition of CDE Medical Outreach Vehicle

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$48,000
	8301	Operating Transfer In	(\$48,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to Health Suppl #2894 to acquire a CDE Medical Outreach vehicle.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Behavioral Health Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2973 Fund 501 Cost Center 501100 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Addition of NPDES Vehicle

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$42,000
	8301,108	Operating Transfer In	(\$42,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to Road NPDES #2848 for addition of a small pickup or SUV

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2974 Fund 501 Cost Center 501100 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Addition of Road Crew Leader Pickup #1

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$45,000
	8301.108	Operating Transfer In	(\$45,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to M&O #2836 Add new 1/2 ton 4X4 extended cab pickup #1

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2975

Fund 501

Cost Center 501100

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Addition of Road Crew Leader Pickup #2

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$45,000
	8301.108	Operating Transfer In	(\$45,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to M&O #2837 Add new 1/2 ton 4X4 extended cab pickup #2

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2976 Fund 501 Cost Center 501100 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Upgrade Vehicle #203 replacement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$21,000
	8301.108	Operating Transfer In	(\$21,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to M&O #2823 Upgrade request for #203 1993 GMC 3500 2wd
This will provide enough funding to upgrad to a 2 ton 4X4 extended cab pickup with work box, Tommy lift and tow package
\$54,000 existing budget plus \$21,000 supplemental for a total of \$75,000

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2977

Fund 501

Cost Center 501100

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Upgrade #216 truck mounted compressor replacement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$15,000
	8301.108	Operating Transfer In	(\$15,000)
	Request Total		\$0

1a. Description of request:

Companion supplemental to M&O #2824 Upgrade request for #216 truck mounted compressor. Instead of truck with permanently mounted compressor replacement, replacement will be truck with stand-alone screw compressor so truck can be used for various duties.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2979 Fund 501 Cost Center 501400 Originator: Randy Rydel

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Shop Rate Increase - Intrafund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4348.3010	Intrafund Labor provided	(\$250,000)
	Request Total		(\$250,000)

1a. Description of request:

The ER&R shop rate was reevaluated and increased 20% to account for rising costs. This increase has brought in more revenue to this internal service fund. The primary user of the ER&R equipment shop is ER&R equipment rental which has seen a corresponding rise in their expenses. The increase in revenue to 501400 - ER&R Mechanical Shop is offset by an equal and opposite expense in 501100 - ER&R Equipment Shop. The recording this offsetting entry is necessary to determine Rental Rates that fully cover this Internal Fund's expenses.

1b. Primary customers:

2. Problem to be solved:

Accounting between the function of Equipment Shop and Equipment Rental leads to increased expenses with offsetting revenues. Budget expense authorization is not net of revenue therefore the expense budget authorization needs to account for these entries the same as it would for expenditures that are actually paid out of the ER&R fund.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

There is no fund impact due to this request.

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2980

Fund 501

Cost Center 501100

Originator: Randy Rydel

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Shop Rate Increase - Intrafund#2

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6105.001	Intrafund Labor	\$250,000
	Request Total		\$250,000

1a. Description of request:

The ER&R shop rate was reevaluated and increased 20% to account for rising costs. This increase has brought in more revenue to this internal service fund. The primary user of the ER&R equipment shop is ER&R equipment rental which has seen a corresponding rise in their expenses.

The increase in revenue to 501400 - ER&R Mechanical Shop is offset by an equal and opposite expense in 501100 - ER&R Equipment Shop. The recording this offsetting entry is necessary to determine Rental Rates that fully cover this Internal Fund's expenses.

1b. Primary customers:

2. Problem to be solved:

Accounting between the function of Equipment Shop and Equipment Rental leads to increased expenses with offsetting revenues. Budget expense authorization is not net of revenue therefore the expense budget authorization needs to account for these entries the same as it would for expenditures that are actually paid out of the ER&R fund.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

There is no fund impact due to this request.

Supplemental Budget Request

Status: Pending

Public Works

Equipment Services

Suppl ID # 2981

Fund 501

Cost Center 501100

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Upgrade Parks vehicle #887

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$55,000
	Request Total		\$55,000

1a. Description of request:

Parks proposes to replace their 2007 15 Passenger Ford Econoline van with a 3/4 ton, 4 wd, super cab pick up with canopy and heavy duty tow package. Parks will have enough equity from the Econoline plus surplus from their 1992 International Harvester single axle, rear wheel drive dump truck to accomplish this without additional funding needed.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Existing vehicle equities

Supplemental Budget Request

Status: Pending

Administrative Services

Administration

Suppl ID # 2943

Fund 507

Cost Center 507100

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Director of Admin Services wage & benefit adjust

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$79,656
	6210	Retirement	\$11,838
	6230	Social Security	\$5,397
	6245	Medical Insurance	\$8,172
	6255	Other H&W Benefits	\$1,031
	6259	Worker's Comp-Interfund	\$364
	6269	Unemployment-Interfund	\$104
	Request Total		\$106,562

1a. Description of request:

The Deputy Executive Title has been changed to Director of Administrative Services. This change follows the shift of focus for the position to key Administrative Service projects and initiatives while continuing on-going Executive priorities.

1b. Primary customers:

Whatcom County employees

2. Problem to be solved:

The position formerly paid from the Executive Cost center will now be charged to the Administrative Services Cost Allocation.

3a. Options / Advantages:

n/a

3b. Cost savings:

n/a

4a. Outcomes:

Work will continue with on going priorities.

4b. Measures:

5a. Other Departments/Agencies:

The Director of Administrative Services will supervise the Administrative Services Managers; Finance, Human Resources, Information Technology and Facilities.

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

n/a

6. Funding Source:

Administrative Services Fund

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2810

Fund 507

Cost Center 50791

Originator: Rob Ney

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Snow and Ice Removal Equipment

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$28,000
	Request Total		\$28,000

1a. Description of request:

The last several winters have been more severe than in years past. Facilities is charged with snow and ice removal for County Buildings and parking lots. It is becoming increasingly more difficult for a quick and expeditious effort of snow and ice removal. Current equipment for snow and ice removal includes one plow truck with a bed mounted sander, and hand held snow shovels.

Facilities is requesting a no-emissions electric UTV similar to a Gator or a Polaris, with a plow, which could be used in small parking lots and sidewalks. Our larger plows do not have the turning radius to get into small parking lots like the Public Defender's office and the Health Department. These smaller vehicles would expedite our snow and ice efforts and make our facilities safer and easier for our employees and the general public. It is estimated that this new vehicle would cost approximately \$28,000.

1b. Primary customers:

Employees that work for Whatcom County and Citizens that travel to our many buildings for County services.

2. Problem to be solved:

Quick, efficient and cost effective snow and ice removal in County Parking lots and sidewalks surrounding County buildings.

3a. Options / Advantages:

Continue to use hand held equipment to remove snow and ice. This process is considerably slower and cannot be done quickly or efficiently.

3b. Cost savings:

This is by far the most cost effective method for snow and ice removal. Other options would be to contract out for these services, which could prove to be very costly.

4a. Outcomes:

The UTV would be purchased as soon as funds were available.

4b. Measures:

Quick, efficient and safe snow removal can occur with these additional resources.

When snow and ice are removed considerably closer to opening of County facilities on snow days.

5a. Other Departments/Agencies:

It will positively affect all departments that have snow and ice removed in parking lots and sidewalks.

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

All

Rob Ney

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2810

Fund 507

Cost Center 50791

Originator: Rob Ney

6. Funding Source:

Admin Services Fund Balance

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2811 Fund 507 Cost Center 50791 Originator: Rob Ney

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 3 new "used"/surplus vehicles from ER&R Fleet

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$18,000
	Request Total		\$18,000

1a. Description of request:

Four additional staff members have been added to Facilities over the past two years. With the move to our new location on Williamson Way, there is a greater need for vehicles to respond to maintenance needs. Staff can no longer respond on foot. Staff has been exploring cost effective means to grow the Facilities fleet, but not burden the General Fund with new vehicle purchases.

Facilities and ER&R have come up with a cost effective plan to expand the fleet by three vehicles. Facilities will "buy out" the equity investment of vehicles that are being replaced. Once a vehicle is supplused, ER&R has an equity amount from the auctioning of the surplus vehicles, that is paid back to the department that had the original outlay of funds to purchase the vehicle new. Facilities can purchase these vehicles to expand the fleet for a fraction of the cost of a new vehicle. It is estimated that each vehicle will have an approximate value of up to \$6,000 each, for a total \$18,000 for three vehicles. This is less than the cost of one new vehicle. The vehicles are yet to be determined, but will be the purposefully replacement vehicles within the fleet that have room for Facilities tools, have the lowest miles, and are considered the best fit for this endeavor.

1b. Primary customers:

Employees that work for Whatcom County Facilities and the Departments that receive services from our staff.

2. Problem to be solved:

Additional fleet vehicles are needed at Facilities. New vehicles are quite costly and it is believed that the Administration and Council would not support a new vehicle purchase. This is a cost effective method to grow the fleet, pushing out the need for replacement vehicles into the future. Utilizing surplus vehicles will not provide for future replacement through the rental rate. A capital contribution from Facilities will be needed for the future replacements.

3a. Options / Advantages:

Purchasing three new vehicles is estimated to cost approximately \$90,000.
Utilizing a used vehicle for this effort is a cost effective method to solve this problem.

3b. Cost savings:

This is by far the most cost effective method for additional vehicles for Facilities. This request is for \$18,000, and the cost of new vehicles would be approximately \$90,000.

4a. Outcomes:

Three "best fit" vehicles will be added to the Facilities fleet once available in 2020.

4b. Measures:

When new vehicles are delivered.
Facilities can respond to service calls.

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2811

Fund 507

Cost Center 50791

Originator: Rob Ney

5a. Other Departments/Agencies:

It will positively affect all departments that request prompt service from Facilities.

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

All

Rob Ney

6. Funding Source:

Admin Services Fund Balance

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2812

Fund 507

Cost Center 50791

Originator: Rob Ney

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Ongoing Costs for Fleet Vehicles

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6429	Fuel-Interfund	\$3,820
	6869.501	Equip Rental-ER&R	\$100
	Request Total		\$3,920

1a. Description of request:

Facilities has requested three additional fleet vehicles in 2020 to be purchased from the ER&R pool of surplus vehicles. In addition, Facilities will be obtaining one other vehicle in 2019. These vehicles require an ongoing monthly cost to maintain the vehicles. This request will provide the ongoing monthly ER&R rental fees for these new vehicles. Expected ongoing costs for these used vehicles will be fuel and maintenance. No replacement cost will be factored in as these are already vehicles which qualify to be surplus.

Expected costs:

Fuel at \$90/month or \$1,080 per year X 4 vehicles = \$4,320 per year

ER&R rate for maintenance at \$75/month or \$900 per year X 4 vehicles = \$3,600 per year

less ongoing costs for a staff rental vehicle approved in the 2019-2020 biennial budget of \$500 fuel and \$3,500 ER&R rate.

Net amount will be \$3,820 for fuel and \$100 for ER&R rate.

1b. Primary customers:

Facilities staff members.

2. Problem to be solved:

Additional fleet vehicles are needed at Facilities. New vehicles are quite costly and it is believed that the Administration and Council would not support a new vehicle purchase. This is a cost effective method to grow the fleet, pushing out the need for replacement vehicles into the future.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2812

Fund 507

Cost Center 50791

Originator: Rob Ney

Admin Services Fund Balance

.

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2967

Fund 507

Cost Center 50791

Originator: Rob Ney

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Shared Bucket Truck

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$57,500
	Request Total		\$57,500

1a. Description of request:

This request is to replace a 20 year old Bucket Truck. This vehicle was purchased separate from the ER&R fund and rental payments to ER&R are based on the original purchase price and not the replacement value.

Facilities Management and Public Works-Equipment Services worked very diligently to find a sufficient replacement for the current bucket truck; we believe we have found a cost effective; economical replacement.

There is no equity for this vehicle.

This cost and use of this truck will be shared 50/50 with Public Works - Road M&O

1b. Primary customers:

This vehicle is used quite regularly by Facilities staff for aerial maintenance tasks. The vehicle is also loaned out to Parks and Public Works.

2. Problem to be solved:

The existing Facilities Bucket Truck is 20 years old and was not properly purchased through the ER&R fund. Therefore, there has not been replacement payments paid to the fund to replace the vehicle.

3a. Options / Advantages:

The only other option is to rent a truck, however there is no guarantee the truck will be available during the time of need and there may need to be a serious repair necessary.

This vehicle is used by many departments and is the only small bucket truck in the fleet, allowing it to maneuver into much smaller areas. This is a very valuable part of our fleet.

3b. Cost savings:

There are no specific cost savings; however the ER&R manager found a very economical model that will fit the County's and our needs.

4a. Outcomes:

Repairs and maintenance to facilities

4b. Measures:

Upon completion of repairs that require the use of the bucket truck.

Timely response to repair and maintenance requests.

5a. Other Departments/Agencies:

This project will have little to no impacts to other departments, with the exception of delayed repairs by not having a bucket truck.

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

Rob Ney

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2967

Fund 507

Cost Center 50791

Originator: Rob Ney

6. Funding Source:

AS Fund Balance - Facilities

Supplemental Budget Request

Status: Pending

Administrative Services

Human Resources

Suppl ID # 2855 Fund 507 Cost Center Originator: Karen S Goens

Expenditure Type: One-Time Year 2 2020 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Increase AS General Liability

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6910	Insurance Premiums	\$200,000
	Request Total		\$200,000

1a. Description of request:

The AS General Liability Fund could run low on reserves.

1b. Primary customers:

All county departments and operations.

2. Problem to be solved:

Coverage costs went up more during this current budget cycle than anticipated and the reserves need to be stabilized. This fund provides the County's protection for exclusions from insurance and uninsured losses.

The County participates with 26 other counties in the Washington Counties Risk Pool (WCRP) for liability, property, cyber, and terrorism coverage. Because the WCRP's fiscal year runs from October through September, it was difficult to project coverage costs during budget preparation. The budget was adopted with a small shortfall to the reserves and so the unanticipated increases in coverage costs in recent years could leave reserve levels below where they need to be.

In 2019, coverage costs will exceed the budgeted numbers by \$72,000 and in 2020 by around \$200,000.

The liability coverage costs rose 14.6% in 2019. We won't know next year's costs until August. Over a three year period, the Pool's primary reinsurer kept premiums low and took significant losses. This created unfavorable conditions for purchasing reinsurance, in essence, causing "catch-up" pricing for Pool members.

Changes in Pool leadership, claims handling, and financial practices indicate more positive trends for the future. The actual new costs for the 2019-20 policy year are mild. Most of the 14.6% increase comes from the WCRP Board softening last year's rate increase by collecting \$1 million less than required. This year, the WCRP Board voted to restore this deficit and to also build capital for greater fiscal protection of Pool members.

The cost for property insurance rose 21.7% due to the significant increase in the appraised value of insured County properties and the impacts of weather events and wildfires on the insurance market. The previous few years have seen very favorable property rates and we enjoyed those. In the future, the Pool plans to take advantage of lower cost years by keeping rates consistent and using any savings to offset higher cost years.

3a. Options / Advantages:

The County could take a "wait and see" approach, however public entities continue to face claims and lawsuits and to operate programs which present significant risk.

Supplemental Budget Request

Status: Pending

Administrative Services

Human Resources

Suppl ID # 2855

Fund 507

Cost Center

Originator: Karen S Goens

3b. Cost savings:

4a. Outcomes:

Favorable reserves levels to support this cost center at year end..

4b. Measures:

5a. Other Departments/Agencies:

The Prosecutor's Office handles claims, lawsuits, and civil legal support to departments. AS-Human Resources handles risk management, training, and safety programs.

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

6. Funding Source:

AS Fund Balance

Supplemental Budget Request

Status: Pending

Administrative Services

Human Resources

Suppl ID # 2854

Fund 507

Cost Center 507140

Originator: Karen Goens

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 2

Name of Request: Additional Professional Negotiator Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630.903	Professional Services	\$25,000
	Request Total		\$25,000

1a. Description of request:

The County could be bargaining with up to seven groups in 2020 and costs for professional negotiator services (Whatcom County Code 2.08) will exceed current budget authority.

1b. Primary customers:

Executive, Council, Department Heads, Elected Officials, and other leaders; represented employees.

2. Problem to be solved:

The County has a statutory obligation to negotiate with labor representatives for bargaining units recognized by the Public Employment Relations Commission:

1. Deputy Sheriff's Guild contract expires 12/31/2019 and negotiations may not be complete by year end.
2. Ferry (Inland Boatmen & Masters, Mates, & Pilots) contract expires 12/31/2019 and negotiations may not be complete by year end.
3. A new bargaining unit, Fraternal Order of Police, comprised of Lieutenants, Chief Deputies, and Inspectors in the Sheriff's patrol division will require bargaining for a new agreement.
4. Teamsters Corrections open contract may settle through mediation (10/24/2019) or may be certified for arbitration.
5. Teamsters Master contract expires 12/31/2020 and negotiations will commence in the Fall of 2020.
6. WA State Nurses Association contract expires 12/31/2020 and negotiations will commence in the Fall of 2020.
7. Prof & Technical Employees/Local 17 contract expires 12/31/2020 and negotiations will commence in the Fall of 2020.

3a. Options / Advantages:

We bargained contracts of differing durations to try and stagger the negotiations workload. This option was ineffective because changes in state law and a supreme court decision created new topics for bargaining which caused additional sessions at the table for all groups.

The addition of a newly formed bargaining unit was unanticipated when the 2019-2020 budget request was prepared.

3b. Cost savings:

4a. Outcomes:

The outcomes are settled labor agreements.

4b. Measures:

The County Council will approve the bargained agreements.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Administrative Services

Human Resources

Suppl ID # 2854

Fund 507

Cost Center 507140

Originator: Karen Goens

This ASR impacts all departments with represented employees and particularly the Sheriff's Office which has represented groups subject to binding interest arbitration.

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

6. Funding Source:

AS Fund Balance

Supplemental Budget Request

Status: Pending

Administrative Services

Information Technology

Suppl ID # 2935

Fund 507

Cost Center 507111

Originator: Perry Rice

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Microsoft E-Mail Advanced Threat Protection (ATP)

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6625	Software Maint Contracts	\$20,000
	Request Total		\$20,000

1a. Description of request:

Continue the use of the Microsoft E-Mail Advanced Threat Protection (ATP) Service

1b. Primary customers:

All County employees

2. Problem to be solved:

Whatcom County experienced a significant increase in malspam e-mail in late 2018 and early 2019. These campaigns flooded users with well crafted e-mails with malicious links and attachments. Significant time was lost by departments and Information Technology (IT) staff responding to security incidents.

In April 2019, IT made an emergency purchase of the Microsoft Office 365 Advanced Threat Protection (ATP). Microsoft ATP provides additional threat protection for our Microsoft Exchange Online e-mail system. The threat protection includes ATP Safe Attachments which is a service that checks e-mail attachments for malicious content. Also included is ATP Safe Links which is a service that provides time-of-click verification of URL's which blocks the user from browsing to known malicious links. Following this emergency implementation, Whatcom County has experienced a significant decrease in malspam campaigns improving our overall cyber security posture.

Whatcom County IT needs ongoing funding to continue this important cyber security service.

3a. Options / Advantages:

The primary alternative is to discontinue the Microsoft E-Mail Advanced Threat Protection (ATP) service. This is not a good alternative because it would inundate employees with malicious e-mail which would most likely result in a significant cyber security event interrupting government operations and potentially resulting in a costly breach of protected information.

3b. Cost savings:

Avoidance of over 1,000 hours of department and Information Technology staff time lost during "routine" cyber security events on an annual basis. Lower risk of a major cyber security event.

4a. Outcomes:

Decreased malspam being delivered to employee e-mail boxes.

4b. Measures:

Malicious e-mail detected by the Microsoft Office 365 Advanced Threat Protection is redirected to mailboxes only accessible by IT staff. IT staff will monitor these e-mail boxes to confirm that the service is active and effectively working.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Administrative Services

Information Technology

Suppl ID # 2935

Fund 507

Cost Center 507111

Originator: Perry Rice

All county departments will benefit from receiving less malicious e-mail.

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

N/A

6. Funding Source:

Administrative Services Fund

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2898

Fund

Cost Center

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: New Housing Fund for HB1406

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4313.1000	Sales & Use Tax Collecte	(\$800,000)
	Request Total		(\$800,000)

1a. Description of request:

We are requesting inclusion of this new revenue in the 2020 budget. The Affordable and Supportive Housing Fund, supported by State House Bill 1406 legislation and codified in RCW 82.14.540, will support acquisition, rehabilitation, or construction of affordable housing as well as rental assistance. This new funding source comes from an additional tax distribution of a portion of the state's sales and use tax, resulting in no increase to taxpayers. Allocating this money to the community for intended purposes is a high priority for the county as well as the seven city partners.

1b. Primary customers:

Funding can only be used to assist people who are at or below 60% of the Area Median Income.

2. Problem to be solved:

Whatcom County has a low vacancy rate for tenants as well as a general housing shortage. Low-income individuals and families are especially challenged to find suitable and affordable housing as a result. Research into the causes of homelessness has found that lack of affordable housing is a reason that some people experience homelessness.

3a. Options / Advantages:

The state passed legislation in its 2019 session that allows counties to take this tax distribution. Discussions with the seven cities has resulted in a mutual decision to take the tax distribution and use it for its intended purposes.

3b. Cost savings:

Actual cost savings will vary depending on how the monies are allocated. Cost savings occur now when rental assistance can prevent evictions and homelessness, and it is expected this will remain the case with these additional funds.

4a. Outcomes:

Whatcom County will facilitate a countywide housing plan with its partner cities that will include goals to reduce homelessness, improve tenant stability, and promote health and wellness of the residents who receive housing support. An annual report to the community on the uses, activities, and accomplishments of the new funding will be presented.

4b. Measures:

Data will be collected through the Homeless Management Information System (HMIS) to include number of people receiving housing assistance, housing retention percentage, and length of stay in housing.

5a. Other Departments/Agencies:

The county will work closely with its city partners and housing providers on an ongoing basis which will require regular coordination.

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

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2898

Fund

Cost Center

Originator: Kathleen Roy

n/a

6. Funding Source:

State sales and use tax revenue.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-542

File ID:	AB2019-542	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Brad Bennett, Finance Manager X5325

TITLE FOR AGENDA ITEM:

Ordinance authorizing the levy of taxes for countywide emergency medical purposes for 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2020 tax levy for Countywide Emergency Medical Purposes

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: November 6, 2019

ORDINANCE NO. _____
ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR COUNTYWIDE EMERGENCY MEDICAL PURPOSES FOR 2020

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the voters of Whatcom County approved a countywide emergency medical property tax levy for collection beginning in 2017; and

WHEREAS, the County Council has approved a budget for the 2019–2020 biennium, including all sources of revenues and anticipated expenditures on November 20, 2018; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the Countywide Emergency Medical Fund property tax levy for 2020,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the Countywide Emergency Medical levy shall be limited to the amount of 2019 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2020 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

ADOPTED this ____ day of _____, 2019

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED



Civil Deputy Prosecutor

Jack Louws, Executive
Date:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-543

File ID:	AB2019-543	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Brad Bennett, Finance Manager X5325

TITLE FOR AGENDA ITEM:

Ordinance authorizing the levy of taxes for Conservation Futures purposes for 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2020 tax levy for Conservation Futures

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: November 6, 2019

ORDINANCE NO. _____
ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR CONSERVATION FUTURES PURPOSES FOR 2020

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2019–2020 biennium, including all sources of revenues and anticipated expenditures on November 20, 2018; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the Conservation Futures Fund property tax levy for 2020,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County Conservation Futures levy shall be limited to the amount of 2019 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2020 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

ADOPTED this ____ day of _____, 2019

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED



Civil Deputy Prosecutor

Jack Louws, Executive

Date:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-544

File ID:	AB2019-544	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Brad Bennett, Finance Manager X5325

TITLE FOR AGENDA ITEM:

Ordinance authorizing the 2020 property tax levy for county road purposes

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the 2020 property tax levy for county road purposes

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: November 6, 2019

ORDINANCE NO. _____
ORDINANCE AUTHORIZING THE LEVY OF 2020
PROPERTY TAXES FOR COUNTY ROAD PURPOSES

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2019 –2020 biennium, including all sources of revenues and anticipated expenditures on November 20, 2018; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the Road Fund property tax levy for 2020,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that the amounts collected through the County Road levy shall be limited to the amount of 2019 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2020 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

BE IT FURTHER ORDAINED AND ESTABLISHED, that the Whatcom County Council does hereby authorize diverting \$806,530 of the County Road District levy for the budget year 2020 to the General Fund. Diverted County Road Taxes are to be used for traffic law enforcement in the unincorporated areas of Whatcom County.

ADOPTED this ____ day of _____, 2019.

ATTEST:

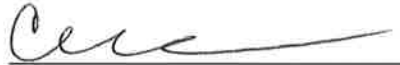
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED



Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-546

File ID:	AB2019-546	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Brad Bennett, Finance Manager X5325

TITLE FOR AGENDA ITEM:

Ordinance limiting the 2020 General Fund property tax levy

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance limits the 2020 General Fund property tax levy and establishes a new maximum allowable property tax levy

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: November 6, 2019

ORDINANCE NO. _____

**ORDINANCE LIMITING THE 2020
GENERAL FUND PROPERTY TAX LEVY**

WHEREAS, the County Council has approved a budget for the 2019–2020 biennium, including all sources of revenues and anticipated expenditures on November 20, 2018; and

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2020,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County general levy shall be limited to the amount of 2019 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2020 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

ADOPTED this ____ day of _____, 2019

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Brown, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED



Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-547

File ID:	AB2019-547	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Brad Bennett, Finance Manager X5325

TITLE FOR AGENDA ITEM:

Ordinance authorizing the levy of taxes for County and State purposes in Whatcom County Washington for the year of 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2020 property tax levy.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: November 6, 2019

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR COUNTY AND STATE PURPOSES
IN WHATCOM COUNTY, WASHINGTON,
FOR THE YEAR OF 2020**

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2019–2020 biennium, including all sources of revenues and anticipated expenditures on November 20, 2018; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2020 to fund essential county services, and,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council:

- (A) The property taxes for Whatcom County are hereby levied and are to be charged to the assessment and tax rolls of Whatcom County; and,
- (B) Property taxes are levied in 2019 for collection in 2020; and,
- (C) The amounts collected through the County general levy shall be limited to the amount of 2019 taxes increased for the addition of new construction and improvements to property and any increase in the value of state assessed property; and,

(D) Because the State of Washington is currently unable to provide the figures and documentation necessary to establish fixed levy rates, as these figures do become available from the state, levies shall be fixed per "Exhibit A" which shall be prepared by the County Assessor, and attached and incorporated herein by reference.

BE IT FURTHER ORDAINED, that the taxes to be levied against parcels of property within the Diking Districts, Drainage Districts, and Drainage Improvement Districts are to be credited to the individual maintenance funds for the year 2020, and the amounts to be apportioned to the original assessments for construction in said districts are as follows per "Exhibit B" attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED, that if the Washington State Legislature changes any laws affecting levies contained herein, and the Prosecuting Attorney's Office concurs, the Whatcom County administration will change such levies accordingly.

ADOPTED this ____ day of _____, 2019.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED



Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____

**EXHIBIT "A" WILL BE
AVAILABLE AFTER THE
FIRST OF THE YEAR 2020**



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:	Agenda Ready
File Created:	05/06/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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
		Aye: 6 Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu	
		Nay: 1 Byrd	
		Absent: 0	
06/04/2019	Council Special Committee of the Whole	HELD IN COMMITTEE	Council Special Committee of the Whole
		Aye: 6 Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu	
		Nay: 1 Brenner	
		Absent: 0	
06/18/2019	Council Special Committee of the Whole	WITHDRAWN	

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
50

1 NOW, THEREFORE, BE IT FURTHER RESOLVED, that should the City of
2 Bellingham adopt a similar apprenticeship requirement language in the future that
3 Whatcom County shall consult with the City of Bellingham for the purpose of harmonizing
4 City and County code requirements.

5
6 ADOPTED this ____ day of _____, 2019.

7
8
9 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

10
11 _____
12 Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

13
14
15 WHATCOM COUNTY EXECUTIVE
16 APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

17
18 _____
19
20 Civil Deputy Prosecutor

Jack Louws, County Executive

21
22 () Approved () Denied

23
24 Date Signed: _____
25

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.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-551

File ID:	AB2019-551	Version:	1	Status:	Agenda Ready
File Created:	10/22/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution adopting 2020 budget for the Point Roberts Transportation Benefit District

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

*A Resolution by the Governing Body of the
Point Roberts Transportation Benefit District*

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE FINAL 2020 BUDGET OF THE POINT ROBERTS
TRANSPORTATION BENEFIT DISTRICT**

WHEREAS, pursuant to RCW 36.73.020, the Whatcom County Council established the Point Roberts Benefit District by Ordinance 91-043; and

WHEREAS, the operations of the District are governed by the Whatcom County Council acting ex officio and independently; and

WHEREAS, pursuant to RCW 42.30, the District is subject to the Open Public Meeting Act; and

WHEREAS, the District intends to approve its 2020 budget in an Open Public Meeting; and

WHEREAS, the District's operations plan calls for spending \$20,000 on roadside maintenance contracts;

NOW, THEREFORE, BE IT RESOLVED by the legislative body of the Point Roberts Transportation Benefit District that the funding for the Point Roberts Transportation Benefit District Budget is approved with a budget of \$20,000.

APPROVED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

Clee
Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-568

File ID:	AB2019-568	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Agreement Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a twenty year communication tower lease agreement with Crown Castle GT for leased space on park property at Lookout Mountain

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Crown Castle GT is a current tenant and this revised agreement has been modified to allow for leasing of additional space to accommodate an additional equipment shed to house emergency generator equipment.


HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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MEMORANDUM

TO: Jack Louws, County Executive

FROM: Michael McFarlane, Director 

DATE: October 23, 2019

RE: **Communication Site Lease – Crown Castle GT**

Attached are two copies of a communication site lease between Crown Castle GT and Whatcom County. Crown Castle currently leases one of the Communication Tower sites on Lookout Mountain and desires to enter into a new lease agreement.

Working with our legal staff, the lease format was revised from an older Department of Natural Resources lease and updated. Crown Castle currently is a tenant and is paid through October 14th, 2020. The rate has been prorated to reflect payment received.

The new lease has been modified to allow for leasing of additional space to accommodate an additional equipment shed to house emergency generator equipment.

If you have any questions, I can be reached at extension 5855

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks
Division/Program: (i.e. Dept. Division and Program)	Administration 6000
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Crown Castle GT Company LLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? 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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input 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 type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <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: _____	
Communication tower lease agreement with Crown Castle GT for leased space on park property at Lookout Mountain	
Term of Contract: 20 Years	Expiration Date: 10/14/39

Contract Routing:	1. Prepared by: Michael McFarlane	Date: 10/14/19
	2. Attorney signoff: _____	Date: 10/16/19
	3. AS Finance reviewed: <i>bbennell</i>	Date: 10/17/19
	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: _____



COMMUNICATION SITE LAND LEASE

Agreement No. _____

Lessee's Reference No. _____

THIS COMMUNICATION SITE LAND LEASE WITH UTILITIES (**Lease**) is made by and between the WHATCOM COUNTY, a political subdivision of the State of Washington, acting by and through its Parks & Recreation Department (**County/Lessor**), and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company (UBI 602007245) (**Lessee**).

SECTION 1 – DEFINITIONS

1.01 “Agreement Number.” County's identification number assigned to this Lease.

1.02 “Anniversary Date.” The annual date established by the Commencement Date and on which Rent is due.

1.03 “Communication Site Area.” That area labeled as “Communication Site Area” on the Survey and Site Plan (both defined below), which includes, but is not limited to, the Facility Use Area, dedicated parking areas and Access, as applicable.

1.04 “Communication Site Facilities.” Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved, if such pre-approval is required pursuant to this Lease.

1.05 “Commencement Date.” The mutually agreed upon date on which the lease is effective.

1.06 “County Owned Improvements.” Improvements made or owned by County as shown on the Site Plan.

1.07 “Emergency.” An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.

1.08 “Electronic Interference.” Harmful transmission of radio wave frequencies that disrupt transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (FCC).

1.09 “Equipment.” All electronic equipment placed on and within the Improvements located on the Facility Use Area. This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property and shall at no time be deemed a fixture to the real property on which it is located.

1.10 "Facility Use Area." That certain area of the Communication Site Area identified on the Survey and Site Plan.

1.11 "Government Approval." All necessary federal, state, and local licenses, permits, and approvals.

1.12 "Hazardous Substance(s)." Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

1.13 "Improvements," consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

1.14 "Interference Notice." Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

1.15 "Lease Area." That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

1.16 "Lessee." Party holding a possessory interest in real or personal property under this lease.

1.17 "Lessee-Owned Improvements." Are Improvements authorized by County, if such authorization is required by this Lease, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

1.18 "Party(ies)." County and Lessee may jointly be referred to herein as the "Parties" or individually, a "Party."

1.19 "Permittees." Lessee's employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

1.20 "Personal Property." Items that can be removed from Lease Area and Improvements without (a) injury to Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.

1.21 "Physical Interference." Natural or man-made objects that cause physical obstruction to Lessee's use of Communication Site Area.

1.22 "Radio Unit." A radio transmitter and/or receiver.

1.23 "Road Access Area." That certain area of the County's Land identified on the Survey and Site Plan.

1.24 "Site Plan." That certain site plan named Alger (PL#5) dated 8/15/19 on file with Whatcom County, under the Agreement Number for this Lease.

1.25 "Survey." The certain Record of Survey filed in Whatcom County on _____ under Auditor's File Number _____.

1.26 "Termination Date." The date this Lease expires, is cancelled, or terminated.

1.27 "Unauthorized Improvements." Improvements made on Lease Area without County's prior consent if such consent is required by this Lease.

1.28 "Utility Area." That certain area of the County Land identified on the Survey and Site Plan.

1.29 "Work." Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 - CONVEYANCES

2.01 Conveyances.

- (1) **Communication Site Area.** County hereby grants to Lessee an exclusive leasehold interest in the Communication Site Area generally described as and depicted in attached Exhibit A (Depiction of Communication site Area and Utility Area) and located within attached Exhibit D (Legal Description of County Land), and as depicted in the Survey and Site Plan referenced in this Lease. An exclusive leasehold is not granted to any other County owned property, which includes but is not limited to, common parking areas, non-exclusive utility services or areas, other tower sites, or as described in (2) and (3) below. The parties acknowledge and agree the existing Communication Site Area is hereby expanded in size to include additional space, consisting of approximately one hundred eighty (180) square feet as more fully shown in Exhibit A attached hereto.

- (2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.
- (3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

2.02 Access to Lease Area. Access to the Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C". Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and permittees shall be for business purposes only.

2.03 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and attachment E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

2.04 Reservations by County.

- (1) County reserves for itself, its successors, and assigns, the right to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.
- (2) County and its agents may enter Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.

2.05 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.06 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's communication tower lease area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road as is roughly depicted and described in Exhibit C. This lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property or other communication tower leases.

2.07 Public Use. County is not responsible for public use that may impact Lease Area.

2.08 Lessee Warranties. Lessee warrants that the Survey and Site Plan are true and accurate descriptions of Lease Area and Improvements as of the Commencement Date of this Lease. County reserves the right to retroactively adjust rent if at any time during the term of the Lease County discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.09 Inspection. Except as otherwise provided in this Lease, County makes no representation regarding the condition of Lease Area, Improvements located on Lease Area, the suitability of Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts Lease Area "AS IS."

2.10 County Warranties. County makes no warranty of quiet enjoyment of Lease Area.

2.11 Existing Structures. On the Commencement Date, all buildings and other structures identified on the Site Plan and Survey located on the Communication Site Area shall become the property of Lessee, excepting third party utilities.

SECTION 3 - PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements. The current configuration of Lessee's Equipment and Improvements as of the Commencement Date of this Lease is described in the Survey and Site Plan attached hereto as Exhibits A and B.

3.02 Utilities. Lessee shall be permitted to use the Utility Area and Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power and fiber. The current configuration of Lessee's utilities as of the Commencement Date of this Lease is identified in the Survey and Site Plan attached hereto as Exhibits A and B. In the event that utilities or fiber are necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) and cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities or fiber on other real property owned by Lessor, so long as there are no additional costs to Lessor and County property is not unduly burdened or diminished in value.

3.03 Road Access. Lessee shall be permitted to use the Road Access for access to and from the Communication Site Area and Utility Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

- (1) Damage to land or natural resources.
- (2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.
- (3) Accumulation of debris or refuse;
- (4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

3.08 Liens and Encumbrances. Unless expressly authorized by County in writing, Lessee shall keep Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

SECTION 4 - TERM

4.01 Term. The lease shall commence on October 15th, 2019 (the "Commencement Date") and continue until a period of 20 years (the Term) until October 14, 2039, (the "Termination Date"), unless adjusted under the terms of this Lease. Use of the Road Access Area and the

Utility Area shall terminate upon expiration or termination of the Lease, except for as necessary to remove any Equipment and Improvements required under this Lease from Lease Area in accordance with the terms of Condition at End of Term.

4.02 Lease Extension.

- (1) County may allow Lessee to continue to hold the Lease Area for a period not exceeding one (1) year after the Termination Date of this Lease, if the Lease Area is not otherwise going to be utilized by County. Upon expiration of the one (1) year holdover period, County may issue a temporary permit to Lessee if County has not yet determined the disposition of the Lease Area for other County purposes. The temporary permit shall not extend beyond a five (5) year period.
- (5) Failure to Vacate. If County notifies Lessee to vacate Lease Area and Lessee fails to do so within the time set forth in the notice, Lessee will be a trespasser and shall owe County all amounts due under RCW 79.02.300 or other applicable law.

4.03 Late Possession. If, for any reason whatsoever, County cannot deliver possession of Lease Area to Lessee on the Commencement Date, this Lease will not be void or voidable, nor will County be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the Parties may renegotiate the affected terms of the lease.

4.04 Lessee's Right to Terminate Agreement. Lessee may terminate this Lease at any time conditioned upon one hundred eighty (180) days' advance notice to County, which notice shall be "Surrender of Leasehold" as depicted in attached Exhibit F or in a form acceptable to County, provided Lessee has no outstanding Rent or other charges due to County, and has removed all Equipment and Improvements required to be removed under this Lease from Lease Area in accordance with the terms of Condition at End of Term.

4.05 Condition at End of Term. At Termination, Lessee shall surrender Lease Area to County in the same or better condition as on the Commencement Date, reasonable wear and damage from casualty or natural disaster excepted. County may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination.

4.06 End of Term. Disposition of Equipment and Lessee-owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

- (1) Within sixty (60) days following the Termination Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.

- (2) For any Lessee's or Permittees' Equipment and/or Improvements left on the Lease Area more than sixty (60) days after the Termination Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.
- (3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Termination Date.
- (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Holdover, or if Lessee re-leases the Lease Area under a new lease with the County.
- (5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee's obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18") below surface-level; provided that such Improvements are left in a condition that is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.08 Disposition of Personal Property.

- (1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.
- (2) Lessee shall remove Personal Property from Lease Area by the Termination Date.

County may sell or dispose of all Personal Property left on Lease Area after the Termination Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is composed of Base Rent, Additional Rent, Road Use Fee, Leasehold Tax and assessments. Payments made hereunder will be applied in the order of interest, rent, charges, and then to leasehold tax, if applicable. Annual Rent is due and payable prior to the

Anniversary Date of each year after the Commencement Date, and on or before the same date every year thereafter until the Termination Date.

- (1) **Rent.** Until adjusted or revalued as set forth below, Lessee shall pay County annually a rent of Fifteen Thousand One Hundred and Five Dollars and 52/100 (\$15,105.52) ("Base Rent") for use of Lease Area as detailed on Exhibit G (Rent Calculation) beginning on the first Anniversary Date and ending on the Termination Date. Base Rent is due and payable prior to the Anniversary Date of each year and on or before the same date every year thereafter (Anniversary Date).
- (2) **Road Use Fee.** Lessee shall pay a required road use fee ("Road Use Fee") of Seven Hundred And 00/100 Dollars (\$700) for the first year of this Lease, which amount shall cover the anchor tenant's (AT&T's) use of the Lease Area. Subsequent annual Road Use Fee shall increase to One Thousand (\$1,000) in second year and shall be due and payable with the Base Rent for the remaining term of this Lease. Lessee's Road Use Fee will increase by Two Hundred Fifty and 00/100 Dollars (\$250.00) for each additional Future Subtenant of the Lease Area that locates its Equipment on the Communication Site after the Commencement Date, to be paid with Lessee's annual Road Use Fee in the year the Future Subtenant first locates its Equipment on the Lease Area.
- (3) **Revenue Share.** In addition to the Base Rent currently paid by the Lessee to Lessor pursuant to the Lease, as further consideration for the right to exclusively use and lease the Lease Area, Lessee agrees to pay to Lessor: (i) thirty percent (30%) of the rental, license, or similar payments actually received by Lessee from AT&T (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement); and (ii) if, after full execution of this Lease, Lessee subleases, licenses or grants a similar right of use or occupancy in the Lease Area to an unaffiliated third party not already a subtenant on the Lease Area (each a "Future Subtenant"), Lessee agrees to pay to Lessor twenty percent (20%) of the rental, license, or similar payments actually received by Lessee from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (collectively, the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by AT&T or a Future Subtenant shall not be an event of default under the Lease. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Lease Area. There shall be no express or implied obligation for Lessee to sublease, license or otherwise allow occupancy of the Lease Area. Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's Additional Rent obligations for Future Subtenants (as defined herein) for the prior twelve (12) month

period, and Lessee shall provide such written report to Lessor within sixty (60) days after Lessee's receipt of such written request.

- (4) **Leasehold Excise Tax.** Should a leasehold excise tax be imposed on this Lease or any interest therein, Lessee shall pay to County the leasehold excise tax as set forth in RCW Chapter 82.29A, or as may be amended. Leasehold tax shall be incorporated into Rent. However, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to terminate or cease leasehold excise tax billing by the County.
- (5) **Refunds.** County shall not refund any monies paid in rent between the last Anniversary Date and Termination Date.
- (6) **Annual Base Rent Adjustment.** County shall increase the Base Rent by three percent (3%) on every Anniversary Date for all years except for those years in which County revalues the Base Rent under this Section.

5.02 Base Rent Revaluation. Fifth (5) Year and Subsequent Revaluations. At the end of the first (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Base Rent (Adjustment Date). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Base Rent will be revalued as follows:

- (1) The Base Rent will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (CPI) for "all items" since the Commencement Date or last time of Base Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency. In no event shall the Base Rent increase by more than twenty-five percent (25%) for any five (5) year period.
- (2) **Independent Appraisal.** If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted Base Rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted Base Rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.

- (3) Parties may agree to a continuation of three percent (3%) per year, as provided in Annual Rent Adjustment.
- (4) Road Use Fee. County will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Base Rent Revaluation dates.

Failure on the part of County to establish a new annual Base Rent by the Adjustment Date shall not preclude County from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date.

5.03 Non-Rent Payments.

- (1) **Taxes.** Lessee shall pay all real and personal taxes imposed on **Communication Site Area** that result from any changes or improvements Lessee makes to the Improvements located thereon during the term of this Lease.
- (2) **Assessments.** Lessee shall pay its pro rata share of assessments charged against Lease Area (**excluding the Road Access Area.**) Lessee shall pay the assessment within thirty (30) days of receipt of written notice from County.
- (3) **Removal of Valuable Materials.** Except in the event of an emergency, prior to any removal of County trees or vegetation, including those causing Physical Interference, Lessee shall notify County in writing and obtain County's approval. County's approval shall be conditioned on payment for the market value of any valuable materials removed and compliance with County's regulatory requirements, however such approval shall not otherwise be unreasonably withheld or conditioned.
- (4) **Electrical Power, Fiber and Other Utilities.** Lessee shall provide for the provision of all electrical power, telephone, fiber or any other necessary utilities to, at, and for **Communication Site Area**. Lessee shall pay for all electric power fiber and other utility charges or expenses incurred arising from Lessee's use of **Communication Site Area**.

5.04 Place of Payment. All payments shall be made payable to Whatcom County Parks & Recreation Department, accompanied by a reference to the Agreement Number and paid to County's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with County, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.

5.05 Non-Waiver. Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

5.06 Failure to Pay. Failure to pay any monies due under this Lease constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

5.07 Late Charge. If County does not receive full rent payment within fifteen (15) business days of the date due, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.

- (1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

5.09 Referral to Collection Agency and Collection Agency Fees. If county does not receive full payment within thirty (30) days of the due date, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. County may accept payment in any amount without prejudice to County's right to recover the balance of the rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Lessee shall pay rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement, unless such remedies are available to Lessee pursuant to law in the event of a Lessor default.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Except as provided herein, Lessee shall obtain prior written approval from County for any Improvements that will be added to Communication Site Area sixty (60) days prior to installation or removal. Such approval shall not be unreasonably withheld, conditioned or delayed.

6.02 Existing Equipment. The current configuration of Lessee's Equipment and Improvements as of the Commencement Date of this Lease is described in the Survey and Site Plan attached hereto as Exhibits A and B

6.03 New Equipment. Lessee shall notify County of any Equipment that will be added to Communication Site Area sixty (60) days prior to installation of Equipment by submitting a revised site plan for County review if such Equipment requires County approval pursuant to this Lease.

6.04 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.05 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.06 County's Repairs. County shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about Lease Area, or any part thereof, during the Term.

6.07 Work.

- (1) All Work must comply with the terms set out in Exhibit H, Site Specific Requirements.
- (2) Modifications to Work that require County approval pursuant to this Lease may result in County, at its sole discretion, requiring an updated Site Plan.
- (3) At the end of the term of this Lease, County may waive removal of some or all Lessee-owned Improvements.
- (4) Prior to any improvements and additions to the lease area that will involve underground excavation or trenching, Lessee will employ a utility locator service, at no cost to County, to check Communication Site Area and Temporary Use Area for buried utilities.
- (5) Before completing Work, Lessee shall remove all debris and restore Lease Area to an orderly and safe condition. If Work is intended for removal of

Improvements at the Termination Date, Lessee shall restore Lease Area in accordance with this Lease.

- (6) **Emergency Work.** All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.
- (7) **Electrical Power.** Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (8) **County may impose additional conditions reasonably intended to protect and preserve Lease Area if the Work is for removal of Improvements at the end of the term of this Lease.**

6.08 Minor Modifications Authorized. Lessee may make minor modifications or alterations to Lease Area and Lessee-owned Improvements and equipment as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. Lessee shall notify Lessor of all such minor modifications or alterations. County acknowledges that Lessee need not obtain County's consent before making minor modifications to the Lease Area and Lessee-owned Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (including antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security systems and other similar work located solely within the Facility Use Area, including height increases or modifications to the existing tower. Nothing herein shall permit Lessee to expand the Lease Area without the County's consent, unless agreed otherwise in this Lease.

6.09 Government Approvals. Prior to performing any installation or construction work within Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on the Lease Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and the approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Lease Area for the use permitted by this Lease. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

6.10 Third-Party Use. Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such

consent. Third Parties shall own and have responsibility for the new utilities, unless owned by a utility provider.

6.11 Emergency Action.

- (1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near Lease Area, Lessee shall immediately report such fire to emergency response authorities by calling 911 and to State, by calling (800) 562-6016 and shall make its on-site equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.
- (2) **Non-Fire Emergencies.** In the event of an emergency (other than fire) requiring immediate action to protect person or property other than fire, Lessee may take reasonable corrective action without prior notice to County. Lessee shall notify County the same business day for non-fire emergencies occurring on a business day and the next available business day for non-fire emergencies occurring after hours, weekends, and holidays. Lessee shall notify the Whatcom County Parks & Recreation Department at (360) 778-5850, and in writing, within five (5) business days after the emergency occurs, to the address indicated in this Lease, of any corrective action taken.

SECTION 7 - INTERFERENCE

7.01 Lessee Electronic Interference. Lessee warrants that its use of Communication Site Area now and in the future will not cause Electronic Interference with any other facilities or equipment that predate Lessee's Communication Site Facilities. Lessee shall not install any new Equipment that will cause Electronic Interference with any other then-existing facilities or equipment. Upon receipt of an Interference Notice from County, Lessee shall immediately take remedial action to eliminate interference with other facilities that predate Lessee's Communication Site Facilities caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference with other communication towers or equipment that predates Lessee's Communication Site Facilities within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify County within twenty-four (24) hours of resolving Electronic Interference.

7.02 County's Electronic Interference. County will provide no Electronic Interference protection during the term of this Lease. County shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the term of this Lease

7.03 County's Physical Interference. County is not responsible for Physical Interference on County-owned lands.

7.04 Cooperation. Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within ten (10) business days.

8.02 Road Maintenance and Repair.

- (1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) without Lessee's prior written consent (Max Fee).
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

SECTION 9 - SPECIAL REQUIREMENTS

9.01 Fire. Lessee shall comply with all applicable laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include notifying Permittees that vehicles should carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with

all applicable requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse County for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires to the extent caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

- (1) Prohibited Activities. Lessee shall not keep on or about Lease Area any Hazardous Substance unless both of the following applies:
 - (a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and
 - (b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.
- (2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining Lease Area. Responsibility includes, but is not limited to the following:
 - (a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.
 - (b) Follow emergency response agency notifications and notify County of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.
 - (c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and County Land, in coordination with regulatory agencies and County.
 - (d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.

- (3) Lessee shall immediately notify County of any of the following:
- (a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;
 - (c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.
- (4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs to the extent arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.

9.03 Weed Control. Lessee shall control weeds and vegetation on Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit H while operating on Lease Area.

9.05 Snow Plowing. Except in event of emergency, snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall follow precautions and conditions as listed in Exhibit H.

9.06 Notice of Offers. If Lessor receives an offer that it intends to accept to purchase fee title, an easement, a lease, a license, or any other interest in the Lease Area, or Lessor's interest in this Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee no later than thirty (30) days prior to Lessor accepting said offer.

SECTION 10 – ASSIGNMENT

10.01 Assignment. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and any Lessee-Owned Improvements, and may make a conditional assignment of this Lease and the Lessee-Owned Improvements to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties").

- (1) Lessee shall have the right to license, sublease or assign its rights under this lease, without the consent of Lessor, upon any of the following conditions:
 - (a) any conditional assignment of this Lease to a Secured Party as described in Section (10.1) above;
 - (b) any license or sublease of a portion of the Lease Area in the ordinary course of Lessee's business, provided that Lessee shall provide Lessor written notice of each license or sublease;
 - (c) an assignment or sublease to an affiliate entity of Lessee; or
 - (d) an assignment to an entity in the business of developing or owning telecommunications towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's
- (2) Any License, sublease or assignment by Lessee of its right under this Lease which is not set forth in (a) – (d) above shall require the consent of the Lessor, which consent shall not be unreasonably withheld, delayed and/or conditioned. Lessor hereby acknowledges Lessee's subleases to AT&T Mobility and SmartSky.

10.02 No Waiver of Right to Consent. The consent of County to any one assignment shall not constitute a waiver of County's right to consent to subsequent assignments, nor shall consent of County to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by County of the payment of rent following an assignment shall not constitute consent to any assignment, and County's consent shall be evidenced only in writing.

10.03 Name Change. If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 - INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation, or control of Lease Area by Lessee and its Permittees except as may arise out of the willful or negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees and the Lessor, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this lease.

11.02 Insurance.

- (1) Required. Lessee shall, at all times during the term of this Lease at its sole cost and expense, carry and maintain insurance of the types and amounts listed below. Failure to carry and maintain the required insurance may result in the termination of this Lease at County's option. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.
- (2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception

shall be reviewed and approved by the County's Risk Manager before the Commencement Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

- (3) Notice of Cancellation. County shall be provided written notice before cancellation or nonrenewal of any insurance referred to therein, in accord with the following specifications.
- (4) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give County thirty (30) days' advance notice of cancellation or nonrenewal. If cancellation is due to nonpayment of premium, Lessee shall give County ten (10) business days' advance notice of cancellation.

Insurers subject to 48.15 RCW (Surplus Lines): Lessee shall give County twenty (20) days' advance notice of cancellation. If cancellation is due to nonpayment of premium, County shall be given ten (10) business days' advance notice of cancellation.

- (5) Certificate of Insurance and Endorsements. Before beginning operation, Lessee shall furnish County with a certificate(s) of insurance and endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease. County will have a right to review copies of the insurance policies at lessee's most proximate field office upon advance written notice to Lessee. The certificate of insurance and endorsements shall reference Whatcom County and its officials, employees and agents, Whatcom County Parks & Recreation Department, and the Agreement Number.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by County by written notice, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Lessee shall carry and maintain commercial general liability insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. Limits may be satisfied by a combination of underlying and umbrella policies. All insurance must cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Lessee shall purchase and maintain business auto insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 per accident, with such insurance covering liability arising out of "Any Auto." The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Pollution Legal Liability Insurance:

- (a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:
 - (i) \$2,000,000 each occurrence for Lessee's operations at the Lease Area as well as for all treatment, storage, and disposal facilities, including transportation to such facilities, and
 - (ii) at least \$4,000,000 general aggregate or policy limit, if any.
- (b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional condition must be met:
- (c) The pollution legal liability insurance policy must cover Hazardous Substance removal.
 - (i) The pollution legal liability insurance policy must contain no retroactive date, or the retroactive date must precede abatement services.
 - (ii) Coverage must be continuously maintained.

- (d) Whatcom County, Whatcom County Parks & Recreation Department, its officials, agents, and employees, shall be named as additional insured by endorsement on the pollution legal liability insurance policy.

ADDITIONAL PROVISIONS:

Additional Insured, Primary and Noncontributory: Whatcom County, Whatcom County Parks & Recreation Department, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies. Lessee's insurance shall be primary and County's noncontributory.

Self-Insurance: In lieu of the coverage required under this Section 11, County shall accept evidence of self-insurance by Lessee, provided Lessee provides a statement by a Certified Public Accountant or actuary that demonstrates, to the reasonable satisfaction of County, that Lessee's financial condition is adequate to self-insure any of the required insurance coverage. Lessee must describe its financial condition and the self-insured funding mechanism. County may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section.

Waiver: Lessee waives all rights of subrogation against County for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Lease.

Coverage Limits: Coverage limits shall be the minimum limits identified in this Agreement.

Occurrence Based: All insurance shall be occurrence based unless stated otherwise.

SECTION 12 - DAMAGE OR DESTRUCTION

12.01 Force Majeure. County's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of County or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

- (1) Notice to County. In the event of damage to or destruction of Lease Area or Improvements located within Lease Area, Lessee shall give written notice to County within fourteen (14) business days. County does not have actual knowledge of the damage or destruction without Lessee's written notice.

- (2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees. Lessee shall reconstruct, repair, or replace such damaged portions of Lease Area and Improvements on Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 County's Claim. County does not waive any claims for damage or destruction of Lease Area unless County provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of Lease Area or any Improvements on Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 County's Remedy. If Lessee fails to remedy the condition of Lease Area in a timely manner as required by this Lease, County shall provide written notice to Lessee. In the event Lessee fails to respond within sixty (60) days of such notice, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

12.08 Debt to County. If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

SECTION 13 - CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of Lease Area is so taken and, in the opinion of Lessee, it is not economically or functionally feasible to continue this Lease in effect, Lessee may terminate this Lease. Such termination by Lessee shall be made by notice to Lessor given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of Lease Area is taken and Lessee does not elect to terminate this Lease, or until termination is effective, as the case may be, rent shall be abated in the same proportion as the portion of Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars (\$2,000) or more. In no case shall rent be less than Two Thousand Dollars (\$2,000); this minimum amount shall be increased by 5 percent (5%) every year after the Commencement Date.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, County will cooperate with Lessee to attempt to reasonably relocate part or all of Lease Area.

13.05 Damage Award. All damages awarded for the taking or damaging of all or any part of Lease Area, or county-owned improvements thereon, shall belong to and become the property of County. However, County shall not claim any interest in or to Personal Property or Improvements. Lessee may, on its own behalf, make a claim to the condemnation authority for any award to which Lessee is entitled at law, including but not limited to losses related to its equipment, relocation costs, the value of the leasehold, business interruption costs, damages, and losses in any condemnation.

SECTION 14 - DEFAULT

14.01 Default Defined. Lessee is in default of this Lease on the occurrence of any of the following:

- (1) Failure to make payments when due;
- (2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;
- (3) Failure to comply with any provision of this Lease;
- (4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or

- (5) Involuntary assignment by operation of law.

14.02 Right to Cure.

- (1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.
- (2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults.
- (3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.
- (4) Repeated Defaults. Should repeated defaults occur, County may elect to deem a default by Lessee as an Event of Default.
- (5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

14.03 Remedies. Upon an Event of Default, County may pursue any remedy available at law or equity.

SECTION 15 - NOTICE

15.01 Designated Contact. Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other rent matters will be sent to the "Primary Contact" only.

County Contact:

Director
Whatcom County Parks & Recreation Department

Whatcom County Parks Crown
Castle Communication Tower
Lease Agreement No. _____

Page 26 of 47
Site Name: ALGER (PL#5)
Business Unit #816830

3373 Mount Baker Highway
Bellingham WA 98226
(360) 778-5850

Lessee Primary Contact:

Crown Castle GT Company LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg PA 15317
(866) 482-8890

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 Non-waiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.02 Liens. Lessee shall not suffer nor permit any lien to be filed against Lease Area or Lessee's leasehold interest in Lease Area, (excluding Personal Property by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease. If any such lien is filed against Lease Area or Lessee's leasehold interest, (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by County. Lessee shall indemnify County for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.03 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or

monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

16.04 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

16.05 Exhibits. This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

List of Exhibits

- "A" Depiction of Communication Site Area and Utility Area
- "B" Lessee-owned Improvements
- "C" Depiction of Road Access Area
- "D" Legal Description of County Land
- "E" Memorandum of Lease
Attached Exhibit E-1
- "F" Surrender of Leasehold
- "G" Rental Calculation
- "H" Site Specific Requirements
- "I" Requirements of the Habitat Conservation Plan

16.06 Nondiscrimination. Lessee and County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to County's Parcel, including, without limitation, Chapter 49.60 RCW. Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements between the Parties.

16.07 Severability. The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.

16.08 Authority. Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon County's request, Lessee shall provide evidence satisfactory to County confirming these representations.

16.09 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

16.10 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to Lease Area.

16.11 Time Is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.12 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Whatcom County, Washington.

16.13 Attorney Fees. Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.

16.14 Headings. The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

16.15 Interpretation. This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any

party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

16.16 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

16.17 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.18 Survival. Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

16.19 Safety. Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

16.20 IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Lease Area is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the Rent to the new lessor. Lessor agrees to provide Lessee records required to be provided by law.

Signed this ____ day of _____, 2019

SIGNATURE PAGES FOLLOW

CROWN CASTLE GT COMPANY LLC
A Delaware limited liability company
UBI 602007245

Melanie Webb
Signature

Name: Melanie Webb
Title: Senior Transaction Manager

Address: _____
City/State: _____
Zip: _____
Phone: _____

STATE OF TEXAS:

SS
COUNTY OF Harris

Before me, Veronica Nicole Lawrence a Notary Public, on this day personally appeared Melanie Webb, of **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of October, 2019



(Personalized Seal)

Veronica Nicole Lawrence
Notary Public's Signature

Approved as to Form: _____

Whatcom County Parks Crown
Castle Communication Tower
Lease Agreement No. _____

Page 31 of 47
Site Name: ALGER (PL#5)
Business Unit #816830

WHATCOM COUNTY

Jack Louws, Whatcom County Executive

Michael McFarlane, Director
Parks & Recreation Department

Approved as to Form:

Senior Deputy Prosecuting Attorney

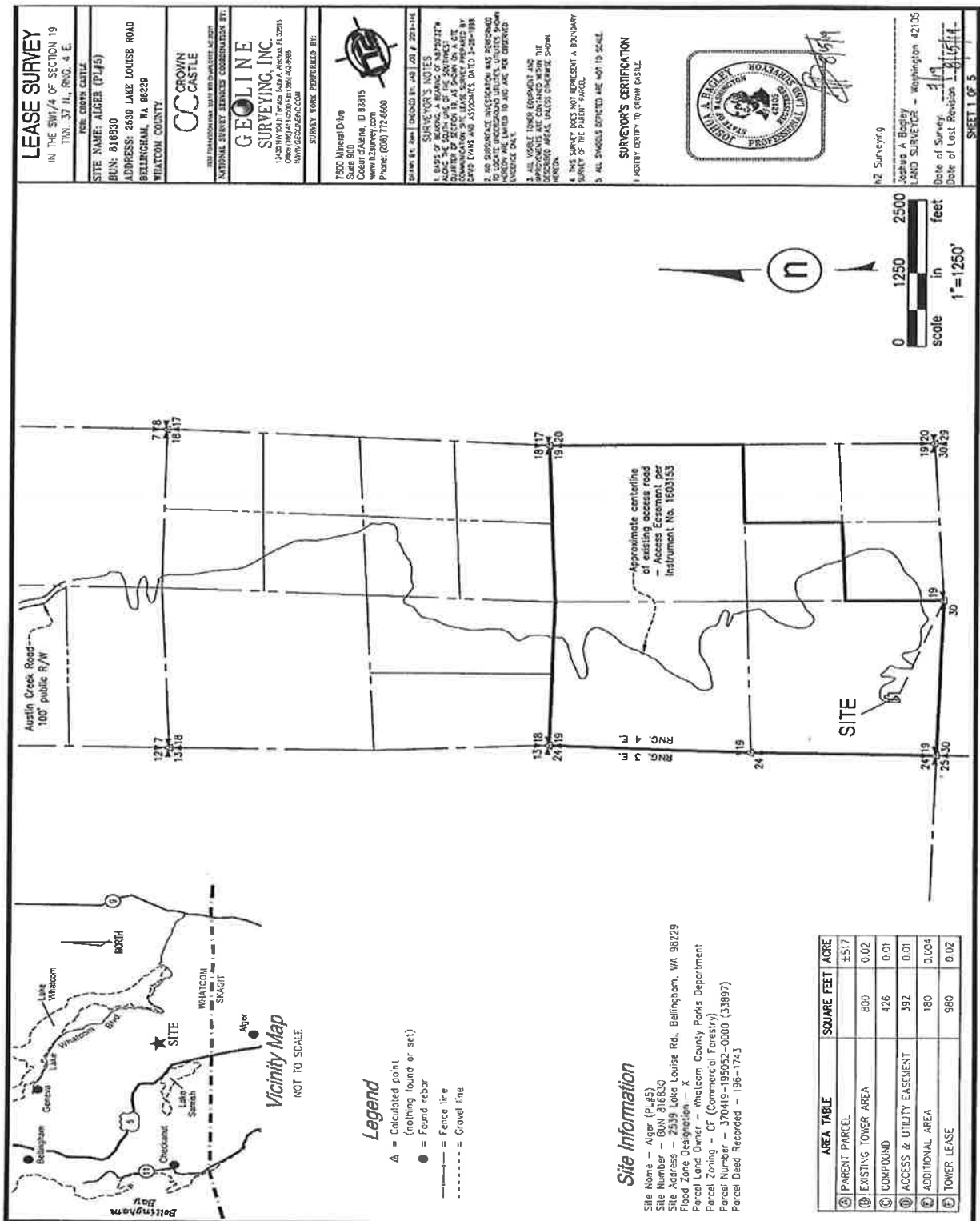
State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that Jack Louws is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires:

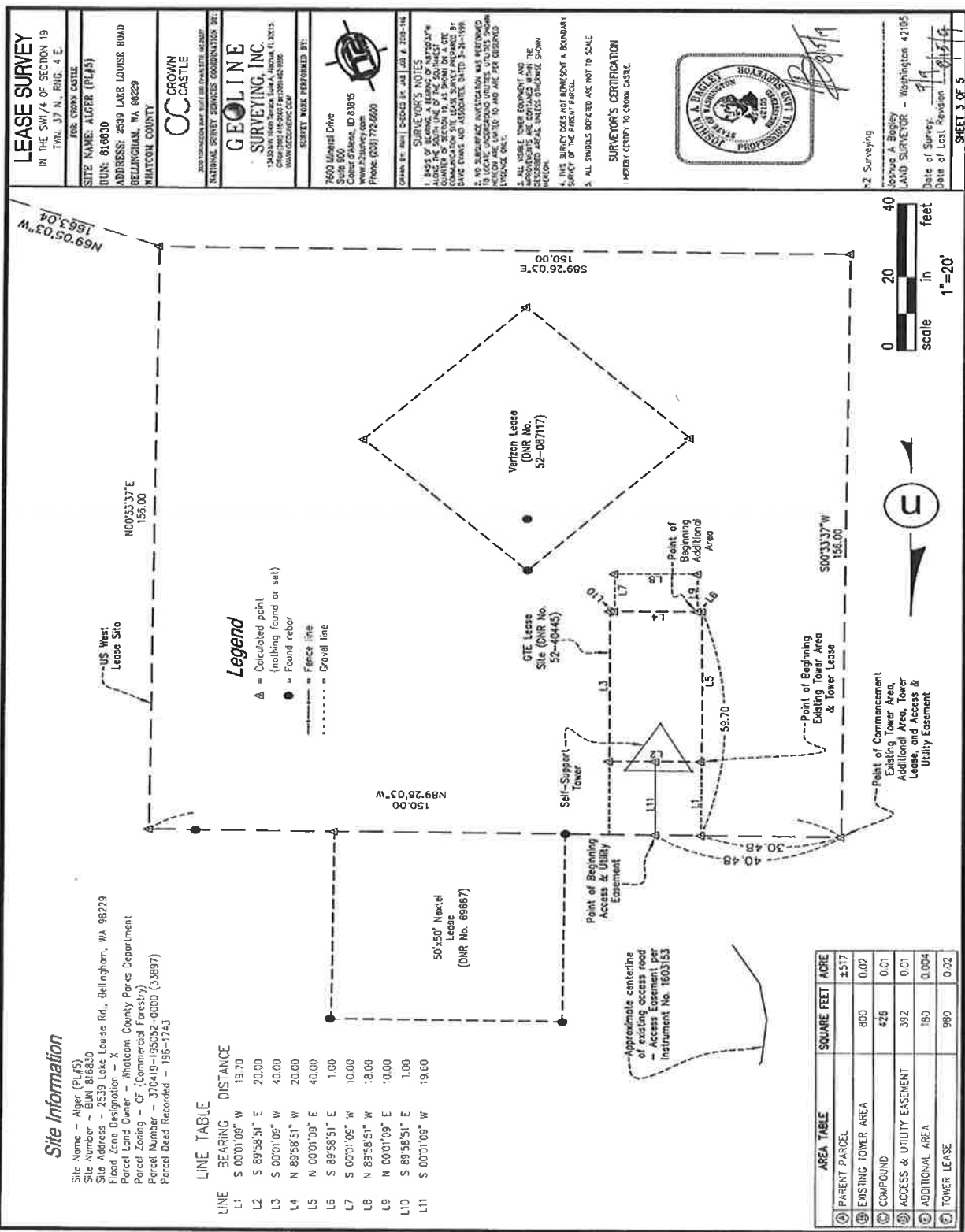
EXHIBIT A DEPICTION OF COMMUNICATION SITE AREA AND UTILITY AREA



Whatcom County Parks Crown
Castle Communication Tower
Lease Agreement No. _____

Page 33 of 47
Site Name: ALGER (PL#5)
Business Unit #816830

Business Unit #816830



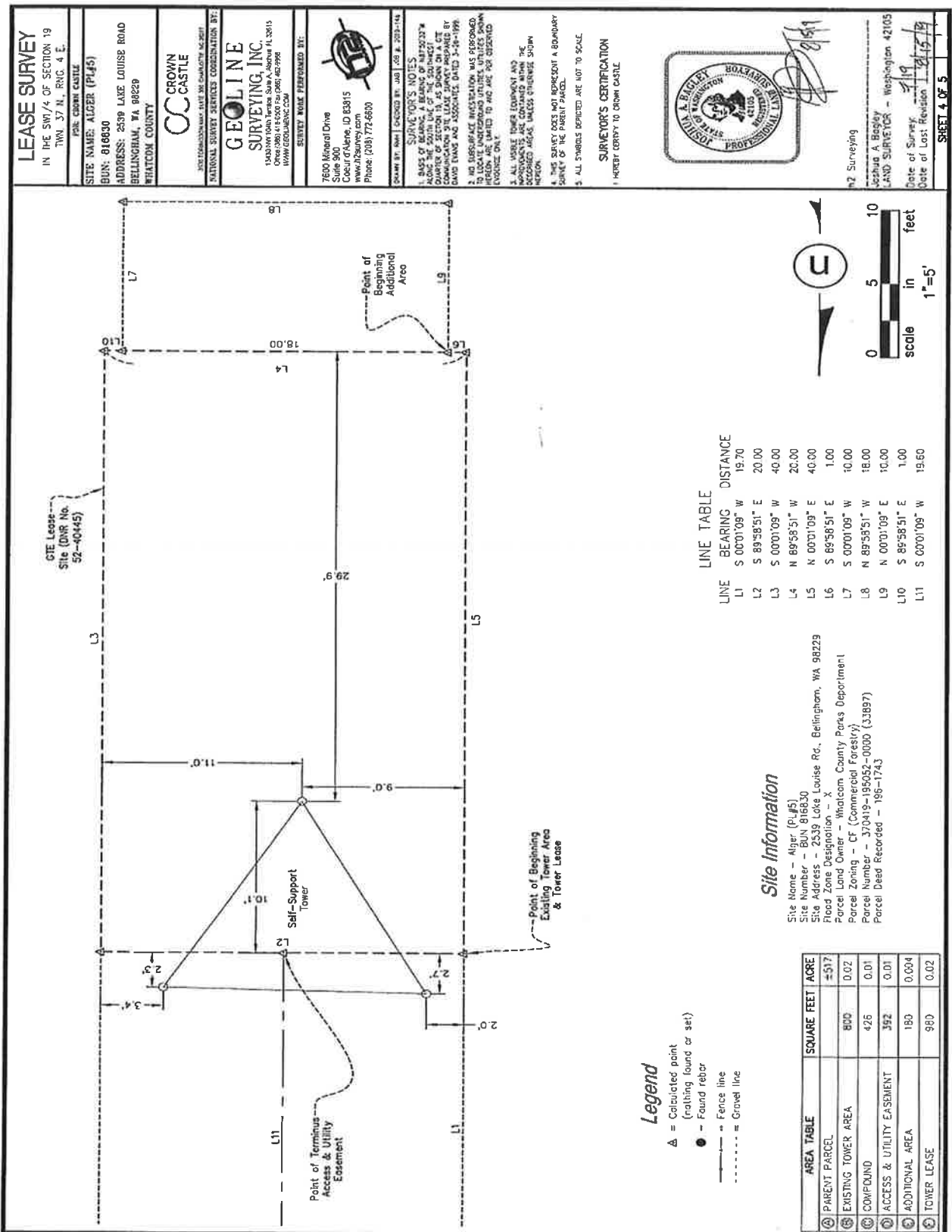
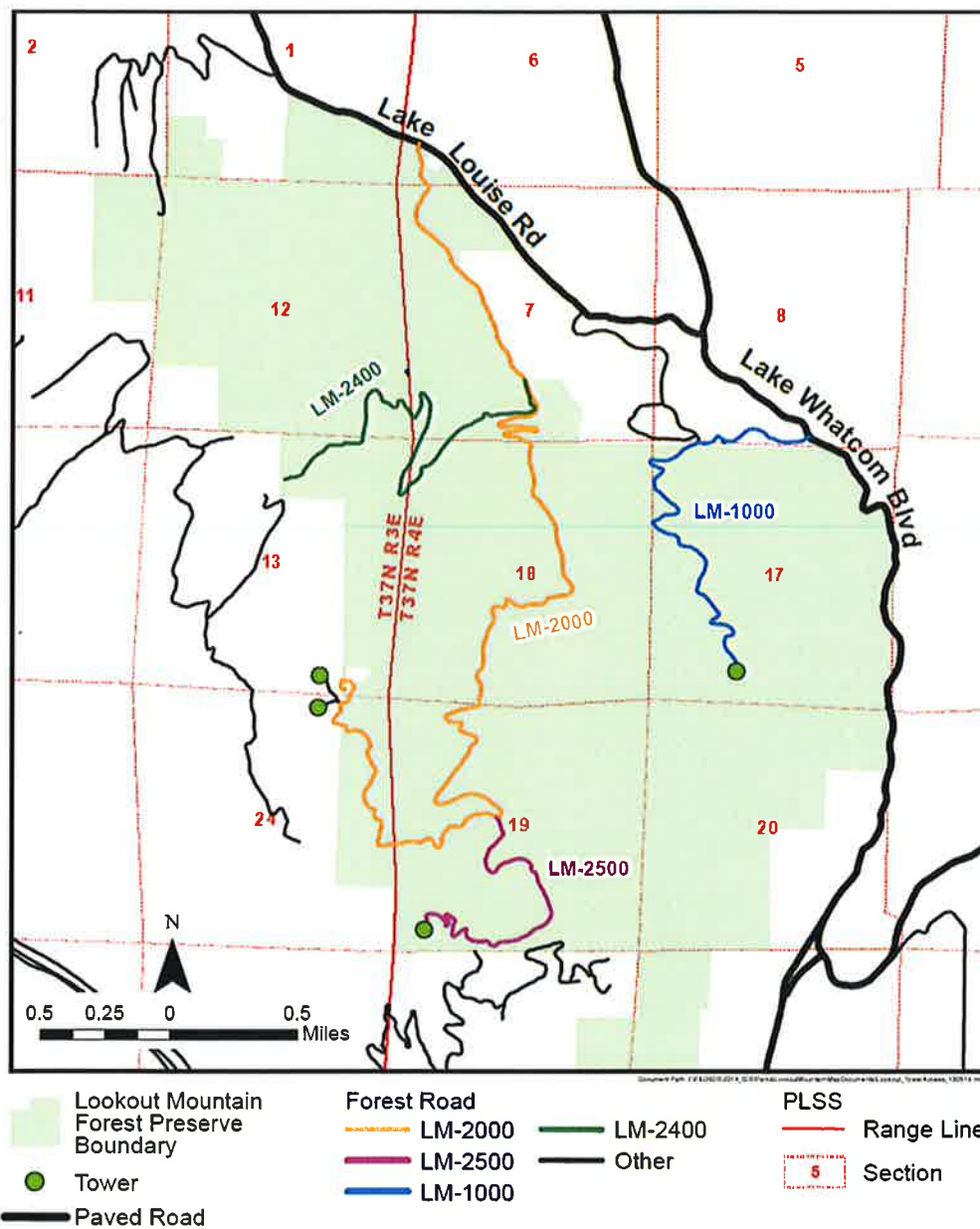


EXHIBIT C DEPICTION OF ROAD ACCESS AREA

Lookout Mountain Forest Preserve - Tower Access

Township 37 North, Range 3 East and Township 37 North, Range 4 East, W.M., Whatcom County



Road access granted on LM-2000 and LM 2500

EXHIBIT D
LEGAL DESCRIPTION OF COUNTY LAND

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

Return to:

Attention: _____

Re: _____

Address: _____

MEMORANDUM OF LEASE- EXHIBIT E

Lessor: **Whatcom County**

Lessee: **Crown Castle GT Company LLC**

Abbreviated Legal

Description: _____

Assessor's Tax Parcel

ID#: _____

Recording Numbers of (Add AFN for Survey)

Prior Recorded

Documents:

County: _____ State: _____

This Memorandum of Lease is entered into on this ____ day of _____, 2019, by and between **Whatcom County, acting by and through its Parks & Recreation Department** having offices for the transaction of business at 3373 Mount Baker Highway, Bellingham, Washington 98226 (hereinafter referred to as "**Lessor**") and **Crown Castle GT Company LLC**, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Lease Agreement ("**Lease**") on the ____ day of _____, 2019, on file with the Whatcom County Parks & Recreation Department in Bellingham, Washington under contract number _____. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.

2. The term of this Lease is _____ () years, beginning on the _____, 20__, and ending on the _____ unless terminated earlier by Lessee or Lessor under the terms of the Lease.

3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described in that survey recorded in Whatcom County on _____ under Auditor's File Number _____.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

WHATCOM COUNTY, acting by and through the County Executive

By: _____
Signature

_____ County Executive

Date: _____

"LESSEE"

CROWN CASTLE GT COMPANY LLC

A Delaware limited liability company (UBI 602007245)

Melanie Webb
Signature
Name: Melanie Webb
Title: Senior Transaction Manager

Address: _____
City/State: _____
Zip: _____
Phone: _____

STATE OF TEXAS:

COUNTY OF Harris ss

Before me, Veronica Nicole Lawrence a Notary Public, on this day personally appeared Melanie Webb, of **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of October, 20 19

Whatcom County Parks Crown
Castle Communication Tower
Lease Agreement No. _____



Page 40 of 47
Site Name: ALGER (PL#5)
Business Unit #816830

EXHIBIT E-1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88 under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

EXHIBIT F
SURRENDER OF LEASEHOLD

To the Director of Parks & Recreation:

_____ is presently the "Lessee" under that certain COMMUNICATION SITE LEASE WITH UTILITIES, Agreement No. _____ ("Lease"), with the Whatcom County, acting by and through the Parks & Recreation Department, as the "Lessor," for use of a portion of that certain real property known at the _____ Communication Site, in Whatcom County, State of Washington, which real property is more specifically identified in that certain Memorandum of Lease ("MOL") recorded in the _____ County Auditor's Office on _____, 2019, as Document Number _____.

Lessee hereby notifies Lessor of Lessee's intent to terminate the Lease, the effective termination date for which shall be one hundred eighty (180) days after the date Lessor receives this notice. Concurrently with the effective termination date of the Lease, Lessee quitclaims and surrenders to Lessor any and all leasehold and other real property interests Lessee has in and to the real property identified in the MOL.

The reason for termination of the Lease and surrender of all real property interests is that Lessee no longer has need to use the _____ Communication Site.

[Insert Lessee Name]

Signed this __ day of _____, 20___.
Name: _____
Title: _____

It is hereby ordered that the foregoing notice of termination and surrender be accepted and that certain COMMUNICATION SITE LEASE, Agreement No. _____, be canceled effective upon signature of the County Executive so noted.

WHATCOM COUNTY, acting by and through the
COUNTY EXECUTIVE

Signed this __ day of _____, 20___.
Name: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of _____,
residing at _____

My appointment expires: _____.

COUNTY'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, personally appeared before me _____, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, residing at _____

My appointment expires: _____.

**EXHIBIT G
RENT CALCULATION**

Annual Rent: to be adjusted annually per lease agreement

Item	Derivation	Annual Amount
Facility Site Area (adjusted 2,680 sq. ft.) Base Rent	Current rate (Oct. 15, 2019 to Oct. 14, 2020) \$15,105.52	\$15,105.52
AT&T (anchor tenant)	30% of rental, license or payment received by Lessee.	
Each additional new subtenant	20% of rental, license or payment received by Lessee.	
Initial Road Use (includes AT&T's use)	\$700 (Oct. 15, 2019 to Oct 14, 2020. Rate increases to \$1,000 on Oct. 15, 2020	\$700
Each additional new subtenant	\$250 ea.	
Leasehold Tax	12.84% /year on base rent and rev. share	

Initial Payment:

Item	Derivation	One Time Payment
Base rent and road fee	10/15/19-10/14/20	Paid & Received 10/1/19
Revenue share	Due monthly at rates listed above	

EXHIBIT H
SITE SPECIFIC REQUIREMENTS

BLANK

EXHIBIT I
REQUIREMENTS OF THE HABITAT CONSERVATION PLAN

1. Lessee shall immediately notify County of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within Lease Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silver spot butterflies. In all circumstances notification must occur within a 24-hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within Lease Area the Lessee shall immediately notify County. In all circumstances notification must occur within a 24-hour time period. Lessee may be required to take certain actions to help County safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by County.
3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the Whatcom County Parks & Recreation Office) in all correspondence and reports concerning Permit activities and any Forest Practices Applications.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-545

File ID:	AB2019-545	Version:	1	Status:	Agenda Ready
File Created:	10/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/06/2019	Enactment #:			

Primary Contact Email: Brad Bennett, Finance Manager X5325

TITLE FOR AGENDA ITEM:

Resolution authorizing the Board of Supervisors of the Whatcom County Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per thousand dollars of assessed value upon real property within the district in 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed resolution adopts the ad valorem property tax levy for flood control and stormwater management in 2020

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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PROPOSED BY: Executive
INTRODUCTION DATE: November 6, 2019

RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE LEVY OF TAXES
FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2020

WHEREAS, RCW 86.15.160(3) authorizes the Board of Supervisors of the Whatcom County Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per thousand dollars of assessed value upon real property within the district; and,

WHEREAS, RCW 86.15 and RCW 39.34.190 authorize expenditures to pay for flood control, stormwater management and other water resource work consistent with the powers of the district; and,

WHEREAS, the Board of Supervisors of the WCFCZD has reviewed the proposed annual budget, including all sources of revenues and anticipated expenditures; and,

WHEREAS, the annual budget provides detailed listings of various revenues including property taxes; and,

WHEREAS, the WCFCZD Board of Supervisors has held a public hearing concerning the annual budget, the property tax rates, and revenues included therein.

NOW, THEREFORE, BE IT RESOLVED by the **WCFCZD Board of Supervisors** that amounts collected through the WCFCZD levy shall be limited to the amount of 2019 taxes plus, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2020 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

ADOPTED this ____ day of _____, 2019.

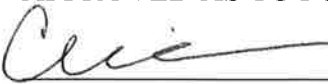
ATTEST:

WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, District Chair

APPROVED AS TO FORM:



Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-557

File ID:	AB2019-557	Version:	1	Status:	Agenda Ready
File Created:	10/23/2019	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution adopting the 2020 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
DIRECTOR**



Administration

Civic Center
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6217
www.whatcomcounty.us
JHutchings@co.whatcom.wa.us

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Gary S. Stoyka, Natural Resource Program Manager
Paula J. Harris, River and Flood Division Manager

DATE: October 17th, 2019

RE: 2020 Flood Control Zone District Budget

Enclosed is a resolution establishing the 2020 budget for the Whatcom County Flood Control Zone District (FCZD) for your review and adoption. Supporting documentation detailing the programs and projects included in the budget are also attached.

Requested Action:

Public Works respectfully requests that the FCZD Board of Supervisors adopt the attached resolution to establish a 2020 budget for the County-wide District and the following subzones:

- Acme/Van Zandt Subzone
- Lynden/Everson Subzone
- Sumas/Nooksack/Everson Subzone
- Samish Watershed Subzone
- Birch Bay Watershed and Aquatic Resources Management District

Background and Purpose:

Consistent with RCW 86.15.140, the FCZD must adopt an annual budget that includes the County-wide district and the subzones of the District. The attached resolution establishes the overall budget consistent with the appropriation items outlined in the law. The 2020 proposed budget and associated work program were presented to the Board of Supervisors at the September 17th, 2019 Surface Water Work Session.

PROPOSED BY: Public Works

INTRODUCTION DATE: 11/06/2019

RESOLUTION NO. _____

(A Resolution of the Whatcom County Flood Control
Zone District Board of Supervisors)

**ADOPTING THE 2020 BUDGET FOR THE
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND SUBZONES**

WHEREAS, RCW 86.15.140 requires that the Board of Supervisors of each flood control zone district and subzone adopt an annual budget for the zone; and

WHEREAS, the statute further requires that the zone or subzone budget be divided into four appropriation items: overhead and administration; maintenance and operation; construction and improvements; and bond retirement and interest; and

WHEREAS, under the appropriation item for construction and improvements, the Board is required to list each flood control improvement or storm water control improvement planned for the budget year and the estimated expenditure for each during the next year; and

WHEREAS, the budget may only be adopted after a public hearing for which proper notice has been given; and

WHEREAS, Fund No. 169 is managed by the County on behalf of the Whatcom County Flood Control Zone District for purposes of funding flood control, storm water management, and other water resources work by the County that are consistent with the powers of the District under RCW 86.15 and RCW 39.34.190; and

WHEREAS, funds obtained by the County through grants or cooperative agreements for flood control and other water resources work are also managed through Fund No. 169; and

WHEREAS, the 2020 budget proposed by the County Executive for the Whatcom County Flood Control Zone District includes proposed expenditures out of Fund 169 to pay for flood control, storm water management, and other water resources work consistent with the powers of the District under RCW 86.15 and RCW 39.34.190;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

Section I. Approval of the Budget

The Board hereby adopts the 2020 budget for the Flood Control Zone District Fund No. 169 in the amounts set forth in the document titled Whatcom County 2020 Budget and as modified and presented below and in Exhibit A:

OVERALL BUDGET SUMMARY

Budget Code	Program	RCW Appropriation Item	2020 Budget	
			Revenues	Expenditures
169100	Administration	Overhead & administration	\$5,080,692	\$846,279
169119	Natural Resources Administration	Overhead & administration	-	615,958
169120	AIS Administration	Overhead & administration	-	-
169121	Water Planning Administration	Overhead & administration	-	111,436
169100	Stormwater Administration (Transfer)	Overhead & administration	-	447,843
169102	Flood Response	Maintenance & operations	-	110,000
169104	Flood Planning	Maintenance & operations	380,000	925,000
169106	Technical Assistance	Maintenance & operations	-	76,000
169108	NFIP and CRS	Maintenance & operations	16,000	177,000
169110	Early Warning	Maintenance & operations	4,400	135,000
169119	Natural Resources Operations	Maintenance & operations	591,500	1,492,013
169120	AIS Operations	Maintenance & operations	-	141,590
169121	Water Planning Operations	Maintenance & operations	67,950	372,950
169100	Stormwater Lake Whatcom Operations (Transfer)	Maintenance & operations	-	836,000
169700	Stormwater NPDES Phase II	Maintenance & operations	-	187,480
169100	Stormwater Lake Whatcom Capital (Transfer)	Construction & improvements	-	-
169112	Repair and Maintenance	Construction & improvements	292,000	1,120,439
169114	Flood Hazard Reduction	Construction & improvements	2,408,340	3,704,640
Total 2020 FCZD Budget			\$8,840,882	\$11,299,628
			\$(2,458,746)	

Code	Program		Revenues	Expenditures
16923	Acme/VanZandt Subzone	Overhead & administration	-	\$1,500
16925	Birch Bay Subzone	Overhead & administration	-	384,351
16921	Lynden/Everson Subzone	Maintenance & operations	42,489	40,000
16922	Sumas/Nooksack/Everson Subzone	Maintenance & operations	135,790	19,000
16923	Acme/VanZandt Subzone	Maintenance & operations	27,167	6,501
16924	Samish Watershed Subzone	Maintenance & operations	22,210	19,950
16925	Birch Bay Subzone	Maintenance & operations	798,500	96,700
16921	Lynden/Everson Subzone	Construction & improvements	-	82,000
16922	Sumas/Nooksack/Everson Subzone	Construction & improvements	-	195,000
16923	Acme/VanZandt Subzone	Construction & improvements	-	30,000
16925	Birch Bay Subzone	Construction & improvements	-	1,578,000
Total of 2020 FCZD Sub-Zone Budgets			\$1,026,156	\$2,453,002
			\$(1,426,845)	

Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.

For purposes of purchasing and award, projects listed in the attached exhibit (B) FCZD Construction and Improvements Work Plan shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriations. Contracts for goods and services on individual items or projects listed in Exhibit (B) may be exceeded by up to 10%, provided expenditures in total do not exceed the total appropriation for the FCZD construction and improvement Work Plan.

APPROVED this ____ day of _____, 2019.


ATTEST:

WHATCOM COUNTY
FLOOD CONTROL ZONE DISTRICT BOARD
OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Chair of the Council

APPROVED AS TO FORM:



Civil Deputy Prosecutor

Exhibit A
Flood Control Zone District
2020 Budget
Work Plan and Supporting Documentation

DETAIL FOR FCZD PROGRAM AREAS

FLOOD MAINTENANCE AND OPERATIONS

Flood Response (169102)	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 10,000	
Sand and sandbags		\$ 35,000	Includes pre-deployed and sand bags for training
Preparedness training		\$ 5,000	Road and M&O employees and equipment
Sector observers during response		\$ 40,000	Road employees wages and benefits for 1 significant flood event
Construction contracts		\$ 20,000	During and immediately following response
TOTAL	\$ -	\$ 110,000	Budget based on 2009 flood with cost & wage increases
NET IMPACT TO FUND BALANCE	\$ (110,000)		2019 YE projection assumes fall flood

Flood Planning (169104)	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Lower Nooksack		\$ 150,000	
Wage and Benefits			
CFHMP refinement/update		\$ 50,000	New budget authority in 2020 for unspent balance and amendment
Facilitation			
Hydraulic modeling/alternatives analyses		\$ 100,000	2019 PO's \$60k WSE; 44k LandC
FLIP process support/Engineering design/Plan	\$ 155,000	\$ 175,000	CA into 2019 of 107k; Revenues are NEP funding
Structure surveys in overflow corridors	\$ 75,000	\$ 75,000	2019 til effort defined; Revenues are NEP funding
Geomorphic reach analyses		\$ -	2019 PO to finish contract
Sediment management		\$ 200,000	2020 contract for USGS ongoing investigation
Habitat assessment		\$ -	2019 PO + 22k CA to spend contract balance; revenues are SRFB
Flood event mapping		\$ -	
Reach 1 Sediment	\$ 150,000	\$ 150,000	NEP-funded USGS Study; CA'd into 2019, 2020 BA for balance
High water mark survey		\$ 25,000	Assumes flood each year
TOTAL	\$ 380,000	\$ 925,000	
NET IMPACT TO FUND BALANCE	\$ (545,000)		

Technical Assistance (169106)	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 75,000	
Postage for Special District reassessments		\$ 1,000	CDID#5 to be updated in 2020 with improved parcel coverage
TOTAL	\$ -	\$ 76,000	
NET IMPACT TO FUND BALANCE	\$ (76,000)		

National Flood Insurance Prgm (169108)	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 150,000	
FEMA Floodplain mapping		\$ 12,000	Assumes LNR mapping in 2020 - expenditures for public meeting notice
Permit reviews	\$ 16,000		Flood permit fees
Public education/CRS activities		\$ 15,000	CRS mailings
TOTAL	\$ 16,000	\$ 177,000	
NET IMPACT TO FUND BALANCE	\$ (161,000)		

Early Warning System (169110)	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 5,000	
Nooksack River gages - USGS		\$ 103,000	No PO for 18/19 contract written in 2018 so use 2019 BA for it
Everson MainSt stage gage _ USGS	\$ 4,400		Canadians reimburse cost to maintain gage; AVZ pays for Jones gage directly
WWU camera on Swift Creek slide			Discontinued
Emergency access to SNOTEL		\$ 5,000	
Equipment for gage upgrades/repairs		\$ 12,000	Equip at NF gage may need replacing
Repairs and maintenance		\$ 10,000	
TOTAL	\$ 4,400	\$ 135,000	
NET IMPACT TO FUND BALANCE	\$ (130,600)		

Exhibit A
Flood Control Zone District
2020 Budget
Work Plan and Supporting Documentation

FLOOD CONSTRUCTION AND IMPROVEMENTS			
Repair and Maintenance (169112)			
	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 90,000	
Misc			
Construction Projects			
Emergency/new projects as needed	\$ 50,000	\$ 350,000	Assumed costs for responding to flood/new repairs (fall 2019 flood assumed); increased due to cost of recent emergencies
Miscellaneous repair projects		\$ 50,000	Placeholder for small projects; fall 2019 flood assumed
Marine Drive Levee Repair		\$ -	Final payment and retainage; as-built, jail crew
Truck Road Emergency Bank Protection	\$ 25,000	\$ 50,000	50/50 cost-share with Roads; \$50,000 (net Flood Contribution for 2019 mitigation payment to habitat project
Red River Levee Stabilization (SWIF)		\$ 30,000	ILA w/ Lummi signed in 2019 - PO for 170k will CA; 2020 BA for misc costs outside of ILA
Hannegan Levee Rehabilitation (USACE)		\$ -	20% cost-share to USACE; revenues from LE Subzone (30% of FCZD cost-share); title reports done in 2018
Abbott Levee Erosion Protection	\$ 200,000	\$ 400,000	Assumes Roads pays 50%; plan and implement interim flood response measures; improvement project budgeted under 114
Sande-Williams Levee Rehabilitation (USACE/DD2)	\$ 17,000	\$ -	USACE cost-share split 80/20 between FCZD and DD#2
Twin View Levee Rehabilitation (USACE)		\$ -	20% cost-share to USACE (67k); revenues from SNE Subzone (30% of FCZD cost-share); title reports (2k) done in 2019
Mitigation Planning/Implementation			
Jail crew		\$ 117,439	Jail crew labor for FCZD and SWIF projects; available to diking or subzones
Reveg planning/coordination		\$ 23,000	2017 contract with CD, CA into 2018; new contract in 2019
Reveg/misc supplies		\$ 10,000	Increased to cover plant replacement costs for Deming and other past projects as needed
TOTAL	\$ 292,000	\$ 1,120,439	
NET IMPACT TO FUND BALANCE	\$ (828,439)		
Flood Hazard Reduction (169114)			
	Proposed 2020 Budget		Assumptions/Notes
	Revenues	Expenditures	
Wage and Benefits		\$ 305,000	
Misc			CA'd twice to 169114 and 716002
Swift Creek			
Bank stabilization/channel excavation		\$ 105,000	300k commitment per year; 150k Roads; remainder cost-shared 70/30 b/w FCZD and SNE Subzone
Lower Nooksack River			
Marietta property acquisition & demo (FEMA FMAG-716002)	\$ 231,560	\$ 264,640	Acquisition of 3 Turk parcels in 2019; assumes demo and 4th property acquisition/demo in 2020
Marietta property acquisition & demo New properties		\$ 50,000	Teeters cultural, asbestos, demo; Phase 2 ESA for Turk properties
Leases for agriculture	\$ 3,780	\$ -	River Rd and Emmerson Rd properties
Floodplain acquisition	\$ 800,000	\$ 1,000,000	2019 is for Reach 1 property with USFS funding thru WDFW and initial property(ies) under FbD grant, with remainder in 2020
Ferndale Levee Improvement Project Phase 1	\$ 240,000	\$ 300,000	Survey, hydraulic analysis, alternatives analysis, conceptual design in 2018/19; supplement if FbD grant awarded in 2019
Lynden Levee Improvement Project (in conjunction with USACE rehab project)		\$ 75,000	USACE rehab in 2021 to include culvert replacement; survey, hydraulics, wetland/permitting for channel relocation by FCZD
Rayhorst Levee Improvements		\$ -	Design, permit and construct project to widen and backslope levee
Abbott Levee Improvement (SWIF)	\$ 100,000	\$ 200,000	Assumes Roads pays 50%; design and RW
Jones Creek Deflection Berm (712004)			
Berm and bridge design	\$ 33,000	\$ 110,000	2019 contract will CA into 2020; design cost-shared 70/30 with Roads
Land/easement acquisition	\$ 800,000	\$ 1,025,000	Purchase of parcels/easements for berm/road construction; 2019 Kosmic 1st payment of 3; 2020 exp for appraisals/relocation asst; revenues from FbD
Construction		\$ -	Construction likely in 2022
High Creek Sediment Management			
Sediment trap/channel improvement design		\$ -	WSE post-project monitoring report
Sediment trap/channel imp. construction		\$ -	JIJ contract CA into 2019- includes 2019 trap maint; 4k planting
Sediment trap maintenance		\$ 20,000	2019 Plants (16k) maintenance, 2020 trap maint
Glacier-Gallup Creek Alluvial Fan Restoration			
Feasibility study/concept design		\$ -	Risk assessment and alternatives analysis by BGC; 39k was CA
Outreach		\$ -	NHC contracted in 2019
Preliminary design	\$ 200,000	\$ 250,000	Revenues from FbD grant
City of Lynden - Pepin Creek			
Funding for downstream analysis		\$ -	ILA executed in 2016 and CA'd into 2017 for reimbursement of City's expenses; new 2018 budget for balance, may CA into 2019
TOTAL	\$ 2,408,340	\$ 3,704,640	
NET IMPACT TO FUND BALANCE	\$ (1,296,300)		

Exhibit A
Flood Control Zone District
2020 Natural Resources Budget
Work Plan and Supporting Documentation

Natural Resources (169119)		Proposed 2020 Budget		Assumptions/Notes
		Revenues	Expenditures	
NATURAL RESOURCES ADMINISTRATION				
Staff		\$	325,319	Includes salary for 2.5 FTEs and overtime.
Office and operating		\$	290,639	
TOTAL	\$	-	\$ 615,958	
NET IMPACT TO FUND BALANCE	\$	(615,958)		
NATURAL RESOURCES OPERATIONS				
Salmon Recovery				
Staff		\$	134,959	1 FTE
Restoration effectiveness monitoring, adaptive management, and stewardship		\$	59,440	WCC crew restoration activities
Maintaining existing restoration projects*		\$	89,160	WCC crew contract for maintaining previously planted projects
New restoration projects*		\$	30,000	Contracted services for activities supporting planting, fencing, culvert replacement, etc.
Marine Resources Committee				
Staff	\$	91,500	\$ 97,940	0.95 FTE
MRC restoration projects			\$ 8,706	MRC grant funding minus labor
Water Quality/Pollution Identification & Correction				
Program Coordination		\$	134,959	Program Coordinator (1 FTE)
Water Quality Monitoring		\$	242,070	Sampling personnel, lab contract, one vehicle, equipment (1 FTE + extra help)
Data Management	\$	88,676	\$ 88,676	WCD Data Manager
Technical Assistance	\$	96,066	\$ 96,066	WCD Farm Planners
Community Outreach	\$	104,082	\$ 168,215	Outreach staff, WCD staff, supplies
Incentives	\$	22,500	\$ 42,500	OSS and small farm cost share
Compliance	\$	88,676	\$ 88,676	PDS Staff
Coordination and Planning				
Lake Whatcom Homeowner Incentive Program		\$	60,646	Staff time only (0.5 FTE); contracted services under Stormwater budget
CosMos	\$	100,000	\$ 125,000	CosMos Project \$125 with funding (RD 40%, BB 10%, GF 30%)+10k for additional buoys
WSU Extension outreach services			\$ 25,000	
TOTAL	\$	591,500	\$ 1,492,013	
NET IMPACT TO FUND BALANCE	\$	(900,513)		
TOTAL FOR COST CENTER	\$	591,500	\$ 2,107,971	
			\$ 1,516,471	
*Integrated Salmon Recovery/Flood Hazard Reduction capital and planning projects appear under Cost Center 169114 and 169104.				
Acquatic Invasive Species (169120)		Proposed 2020 Budget		Assumptions/Notes
		Revenues	Expenditures	
AIS OPERATIONS				
Coordination and Planning				
Education and Inspection			132,840	Contribution to City for AIS Program; includes COB program cost increase
Interlocal Agreement (COB)		\$		
AIS online education program website maintenance		\$	8,750	Contracted services for online course/website support
TOTAL	\$	-	\$ 141,590	
NET IMPACT TO FUND BALANCE	\$	(141,590)		
TOTAL FOR COST CENTER	\$	-	\$ 141,590	
		\$	-	\$ 141,590

Exhibit A
Flood Control Zone District
2020 Natural Resources Budget
Work Plan and Supporting Documentation

Water Planning (169121)		Proposed 2020 Budget		Assumptions/Notes
		Revenues	Expenditures	
WATER PLANNING ADMINISTRATION				
Staff		\$	110,886	Watershed Planner
Office and operating		\$	550	
TOTAL	\$	-	\$ 111,436	
NET IMPACT TO FUND BALANCE	\$	(111,436)		
WATER PLANNING OPERATIONS				
Coordination and Planning				
Hirst Response/Watershed Planning	\$	-	\$ 100,000	Contracts for watershed planning activities
LENS Groundwater Model	\$	-	\$ 100,000	Peer review and modification of gw model
LIO administration	\$	67,950	\$ 67,950	Administration of LIO process
Stream Gauging			\$ 105,000	USGS Stream Monitoring/AESI GW Monitoring Contracts
TOTAL	\$	67,950	\$ 372,950	
NET IMPACT TO FUND BALANCE	\$	(305,000)		
TOTAL FOR COST CENTER	\$	67,950	\$ 484,386	

Exhibit A

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Exhibit A
Sumas/Nooksack/Everson Subzone
2020 Budget
and Fund Balance Projections

Fund balance as of December 31, 2018	\$1,334,618	(+)	(-)	Notes
2019 Estimated Revenues:				
Assessment		\$117,790		
Interest earnings		\$18,000		
2019 Estimated Expenditures:				
Levee vegetation maintenance				\$5,000 brushing and spraying
Fuel				\$6,500 Fuel for pumps
Mitigation monitoring and maintenance				\$1,000 supplies
Alternative corrections crew labor				\$6,000 misc maintenance
Cost-share for Swift Creek project				\$45,000 150k Road fund, 105K FCZD
				fund also transferred for
				\$300k/yr
Twin View Levee Rehabilitation				\$20,700 6% of total project cost
Pump station installation (Oat Coles)				\$20,000
Total		\$135,790		\$104,200
Projected December 2019 fund balance	\$1,366,208			
2020 Revenues - Proposed Budget				
Assessment		\$117,790		
Interest earnings		\$18,000		
2020 Expenditures - Proposed Budget				
Levee vegetation maintenance				\$5,000 brushing, spraying and hydroseed
Electric for pump station				\$1,000
Mitigation monitoring and maintenance				\$3,000 supplies and crew
Additional pump if needed				\$10,000 evaluate need after winter
Transfer to Swift Creek project fund				\$45,000 150k Road fund, 105K FCZD
				fund also transferred for
				\$300k/yr
Cost-share/repairs as needed (new damage)				\$150,000 30% of \$500,000 project
Total		\$135,790		\$214,000
Projected December 2020 fund balance	\$1,287,998			

Exhibit A
Acme/Van Zandt Subzone
2020 Budget
and Fund Balance Projections

Fund balance as of December 31, 2018	\$328,587	(+)	(-)	Notes
2019 Estimated Revenues:				
Assessment		\$23,167		
Interest earnings		\$4,000		
2019 Estimated Expenditures:				
Cost-share/repairs as needed			\$0	
M&O for Jones Creek stage/prec gage			\$6,312	9 month operation with telemetry
Admin support for meetings/minutes			\$500	
Total		\$27,167	\$6,812	
Projected December 2019 fund balance	\$348,942			
2020 Revenues - Proposed Budget				
Assessment		\$23,167		
Interest earnings		\$4,000		
2020 Expenditures - Proposed Budget				
Cost-share/repairs as needed			\$30,000	30% of 100k project
M&O for Jones Creek stage/prec gage (9 month operation)			\$6,501	9 month operation with telemetry
Admin support for meetings/minutes			\$1,500	
Total		\$27,167	\$38,001	
Projected December 2020 fund balance	\$338,108			

Exhibit A Samish Watershed Subzone 2020 Proposed Budget and Fund Balance Projections				
Fund balance as of December 31, 2018	\$122,393	(+)	(-)	Subtotal Notes
2019 Estimated Revenues:				\$22,210
Assessment		\$21,010		
Interest earnings		\$1,200		Interest Earnings are up in 2019
2019 Estimated Expenditures:				\$17,620
Natural resource staff salaries, wages, benefits			\$8,250	
Office & operating supplies			\$75	
Repair & maintain weir & channel - contract services			\$3,470	
Repairs & Maintenance - interfund			\$5,675	
Permits			\$150	
Total	\$22,210		\$17,620	
Projected Fund Balance December 31, 2019	\$126,983			
2020 Revenues - Proposed Budget				\$22,210
Assessment		\$21,010		
Interest earnings		\$1,200		
2020 Expenditures - Proposed Budget				\$19,950
Natural resource staff salaries, wages, benefits			\$8,500	
Office & operating supplies			\$250	
Repair & maintain weir & channel - contract services			\$5,200	
Repairs & Maintenance - interfund			\$5,750	
Permits			\$250	
Total	\$22,210		\$19,950	
Projected December 2020 fund balance	\$129,243			

Exhibit A
Birch Bay Subzone
2020 Budget

Object Account	Administration/ Personnel 2020	Program Development & Management 2020	Capital Improvement Projects 2020	Maintenance, Small Works, & Scoping 2020	Water Quality Monitoring 2020	Education & Outreach 2020	Habitat Improvement 2020	Total 2020	Overhead/ Admin A	M&O O	Construction C
Salaries & Wages	59,436		69,540					128,976			
Extra Help	27,000							27,000			
Overtime	4,000							4,000			
Benefits	46,462		51,460					97,922			
Total Salaries & Benefits	136,898		121,000					257,898	136,898		121,000
Unrealized Gain (Loss)	0							0			
Office & Operating Supplies	1,000					4,800	15,000	20,800	5,800		15,000
Office & Oper. Supplies-Interfunc	200							200	200		
Printing	200					3,000		3,000		3,000	
Books/Publications/Subscrip	200				100			200	200		
Tools & Equipment								100		100	
Software	1,500							1,500	1,500		
Extraordinary Ops	50,000							50,000	50,000		
Contractual Services				5,000				5,000			
Professional Services	68,000	10,000	220,000	39,000	12,500	1,500		338,500	68,000	17,500	259,000
Building Maintenance	1,218							1,218	1,218		
Construction Contracts								0	0		
Other Services-Interfund	500		115,000	12,000		3,000		127,000		3,500	127,000
Postage/Shipping/Freight	100							100		100	
Postage-Interfund	920							920	920		
Telephone	1,000							1,000	1,000		
Travel-Educ/Training	1,500							1,500	1,500		
Travel-Other						800		800		800	
Advertising	200							200		200	
Equipment Rental						250		250	1,250		
Space Rental	1,500	1,000						1,500	1,500		
Insurance Premium - Interfunc	641							641	641		
Repairs & Maintenance				10,500				10,500		10,500	
Repairs & Maintenance - Interfunc				29,000				29,000		29,000	
Registration/Tuition	2,100	300				200		2,100	2,100	500	
Meeting Refreshments								500			
Administrative Cost Allocation	13,425							13,425	13,425		
Other Miscellaneous			4,000	2,000				6,000			6,000
Other Miscellaneous-Interfunc								0			
Intergov. Professional Services			1,050,000			20,000		1,070,000		20,000	1,050,000
Capital Outlays - Other Improvements											
Operating Transfer Out - Gen Fd	18,929							18,929	18,929		
Operating Transfer Out - Flood		12,500						12,500	12,500		
Operating Transfer Out - Sirm BWARM	66,770							66,770	66,770		
Total Expenditures	366,601	23,800	1,510,000	97,500	12,600	33,550	15,000	2,059,051	384,351	96,700	1,578,000
							ASR 2019-6136	-12,500			2,059,051
								2,046,551			

Exhibit A
 Birch Bay Subzone
 2020
 Capital Budget

Capital
 Improvement
 Projects

Object Code	Project/Program	2020
Harborview Road Combined Drainage Imprv Phase I		
6630	PROFESSIONAL SERVICES	100,000
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	1,050,000
6699	OTHER SERVICES INTERFUND	100,000
7199	OTHER MISC INTERFUND	
6100	SALARIES AND WAGES	100,000
Semiahmoo Drive Drainage Improvements		
6630	PROFESSIONAL SERVICES	120,000
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	
6699	OTHER SERVICES INTERFUND	15,000
7199	OTHER MISC INTERFUND	4,000
6100	SALARIES AND WAGES	21000
Total Expenditures		1,510,000
Object Code Totals		
6630	PROFESSIONAL SERVICES	220,000
6699	OTHER SERVICES INTERFUND	115,000
7199	OTHER MISC INTERFUND	4,000
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	1,050,000
6100	SALARIES AND WAGES	121,000
Total Expenditures		1,510,000

Exhibit B
Whatcom County Flood Control Zone District
Flood Capital Program
2020

Department	Fund	Database ID No.	Project Title	Year	Cost
Flood Capital Program					
Public Works	Flood Fund	07-002	Marietta Acquisition	2020	\$ 315,000
Public Works	Flood Fund	18-002	Truck Road Emergency Erosion Protection	2020	\$ 100,000
Public Works	Flood Fund	18-005	Abbott Levee Erosion Protection	2020	\$ 460,000
Public Works	Flood Fund	16-004	Red River Levee Stabilization	2020	\$ 30,000
Public Works	Flood Fund	16-002	Twin View Levee Improvements	2020	\$ 15,000
Public Works	Flood Fund	16-003	Lynden Levee Improvement	2020	\$ 75,000
Public Works	Flood Fund	07-105	Jones Creek Debris Flow Protection	2020	\$ 1,135,000
Public Works	Flood Fund	16-007	Abbott Levee Upstream Tie-In	2020	\$ 200,000
Public Works	Flood Fund	07-104	Ferndale Levee Improvement	2020	\$ 300,000
Public Works	Flood Fund	18-006	Glacier-Gallup Alluvial Fan Restoration	2020	\$ 250,000
Public Works	Flood Fund	07-002	Floodplain Acquisition	2020	\$ 1,000,000
Total					\$ 3,880,000
Public Works	BBWARM	07-217	Harborview Road Drainage Improvements P1	2020	\$ 1,350,000
Public Works	BBWARM	18-008	Semiahmoo Drive Drainage Improvements	2020	\$ 160,000
Total					\$ 1,510,000



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-528

File ID:	AB2019-528	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/11/2019	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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:
10/22/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council
	Aye: 7	Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu	
	Nay: 0		
	Absent: 0		

PROPOSED BY: Finance

DATE INTRODUCED: 10/22/2019

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 October 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 October 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
ADMINISTRATIVE SERVICES**



Brad Bennett, Finance Manager

FINANCE/ACCOUNTING
Whatcom County Courthouse
311 Grand Avenue, Suite #503
Bellingham, WA 98225-4082
Phone – (360) 778-5320
Fax – (360) 778-5321

Exhibit "A"
Capital Asset Surplus Request
October 2019

General Fixed Assets

Description	Year	Make/Model	Serial Number	Dept	Hours (Est)	Comments
Courthouse backup generator	1992 (Est)	Aptec AVD275	11062-1	AS Facilities	191	Water pump leaking into crankcase; Parts not readily available; too costly to repair



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-529

File ID:	AB2019-529	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/11/2019	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution authorizing the sale of surplus real property (building only) 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 real property to the Council for authority to dispose of said real property

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
10/22/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council
	Aye: 7	Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu	
	Nay: 0		
	Absent: 0		

PROPOSED BY: Finance

DATE INTRODUCED: 10/22/2019

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS REAL PROPERTY (BUILDING ONLY)

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 October 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 October 2019 pursuant to the notice requirements of WCC 1.10.200. If no bid is received the property may be demolished.

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
ADMINISTRATIVE SERVICES**

Brad Bennett, Finance Manager



FINANCE/ACCOUNTING
Whatcom County Courthouse
311 Grand Avenue, Suite #503
Bellingham, WA 98225-4082
Phone – (360) 778-5320
Fax – (360) 778-5321

Exhibit "A"
Capital Asset Surplus Request
October 2019

Year	Description	Department	Comments
1942 (Est)	Former managers house located at Silver Lake Park; 1 ½ story house; 1428 Sq Ft;	Parks & Recreation	House in poor condition; too costly to repair. Structure to be removed from property.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-531

File ID:	AB2019-531	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/11/2019	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/06/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance adopting interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
10/22/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council
	Aye: 7	Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu	
	Nay: 0		
	Absent: 0		

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE

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



COUNCILMEMBERS

Barbara Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Carol Frazey
Satpal Sidhu

WHATCOM COUNTY COUNCIL

MEMORANDUM

October 15, 2019

TO: Whatcom County Council
FROM: Whatcom County Council Staff
RE: Ordinance adopting interim zoning regulations for temporary homeless facilities

On October 8, 2019, the Whatcom County Council Planning and Development Committee reviewed draft interim zoning regulations for the siting, establishment, and operation of temporary homeless facilities and provided feedback and suggested revisions. The proposed ordinance includes the following revisions (strike through = deleted, bold underlined = added):

1. Page 1

WHEREAS, Ordinance 2018-041 ~~is set to expire~~expired on July 24, 2019; and

2. Page 3

Section 3. Definitions. The following definitions apply to temporary homeless facilities:

"Temporary homeless facility" means a facility providing temporary housing accommodations that includes a sponsor and managing agency, the primary purpose of which is to provide temporary shelter for people experiencing homelessness in general or for specific populations of the homeless. Temporary homeless facilities include but are not limited to temporary tent encampments and temporary tiny house encampments.

3. Page 4, Section 4.I.

I. No children under the age of 18 are allowed to stay overnight in the temporary encampment, unless accompanied by a parent or guardian. If a child under the age of 18 without a parent or guardian present attempts to stay at the encampment, the sponsor and the managing agency shall actively endeavor to find alternative shelter for the child through community partners such as Northwest Youth Services, Opportunity Council, Lighthouse Mission, Interfaith Coalition and other appropriate homeless youth services organizations. Children under the age of 18 without a parent or guardian present shall be allowed to remain in a temporary encampment while alternative shelter is being sought. ~~immediately contact Child Protective Services and shall actively endeavor to find alternative shelter for the child.~~

4. Page 8, Section 10.

Section 10. Duration of Interim Ordinance. This interim ordinance will replace Ordinance 2018-041 and shall be in effect for one year beginning on ~~July 9~~November 6, 2019, and ending on ~~July 9~~November 6, 2020, unless another ordinance is adopted amending the Whatcom County Code and rescinding this interim ordinance before ~~July 9~~November 6, 2020.

4
5 ORDINANCE NO. _____
6 (AN INTERIM ORDINANCE OF WHATCOM COUNTY, WASHINGTON)
7

8 ADOPTING INTERIM ZONING REGULATIONS FOR THE SITING, ESTABLISHMENT, AND
9 OPERATION OF TEMPORARY HOMELESS FACILITIES
10

11 WHEREAS, homelessness continues to be a local, regional and national challenge due to
12 many social and economic factors; and
13

14 WHEREAS, tent and tiny house encampments have become a temporary mechanism for
15 providing shelter for homeless individuals and families; and
16

17 WHEREAS, under RCW 36.01.290 the Washington State Legislature has authorized
18 religious organizations to host temporary encampments to provide shelter for homeless
19 individuals on property that these religious organizations own or control; and
20

21 WHEREAS, on July 24, 2018, the Whatcom County Council adopted Ordinance 2018-041,
22 adopting interim regulations for the establishment and operation of temporary homeless facilities
23 for one year; and
24

25 WHEREAS, Ordinance 2018-041 expired on July 24, 2019; and
26

27 WHEREAS the County Council finds that extending the interim regulations imposed by
28 Ordinance 2018-041 is necessary for the protection of public health and safety; and
29

30 WHEREAS, the Whatcom County Code does not currently have permanent provisions
31 addressing the establishment and operation of temporary homeless facilities; and
32

33 WHEREAS, interim homeless facility regulations and processing requirements are
34 necessary to preserve and protect public health and safety and prevent danger to public or
35 private property; and
36

37 WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and/or RCW
38 36.70.790 are methods by which the County may preserve the status quo so that new plans and
39 regulations will not be rendered moot by intervening development; and
40

41 WHEREAS, RCW 36.70A.390 and RCW 36.70.790 both authorize the enactment of an
42 interim zoning map, interim zoning ordinance, or interim official control without holding a public
43 hearing as long as a public hearing is held within at least sixty days of enactment; and
44

45 WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts
46 a moratorium, interim zoning map, interim zoning ordinance, or interim official control without
47 holding a public hearing on the proposed moratorium, interim zoning map, interim zoning
48 ordinance, or interim official control, shall hold a public hearing on the adopted moratorium,
49 interim zoning map, interim zoning ordinance, or interim official control within at least sixty days
50 of its adoption, whether or not the governing body received a recommendation on the matter
51 from the planning commission or department. If the governing body does not adopt findings of
52 fact justifying its action before this hearing, then the governing body shall do so immediately
53 after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim
54 official control adopted under this section may be effective for not longer than six months, but
55 may be effective for up to one year if a work plan is developed for related studies providing for
56 such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim
57 official control may be renewed for one or more six-month periods if a subsequent public hearing
58 is held and findings of fact are made prior to each renewal"; and
59

1 WHEREAS, in conformity with the responsibilities of Whatcom County to meet public
2 health, safety and welfare requirements and provide zoning and land use regulations pursuant to
3 state law, and the County's authority to regulate land use activity within its corporate limits, the
4 County intends to develop appropriate public health, safety and welfare requirements and zoning
5 and land use regulations for the establishment and operation of temporary homeless facilities;
6 and
7

8 WHEREAS, the County Council has determined it needs additional time to conduct
9 appropriate research to analyze the effects of the establishment and operation of temporary
10 homeless facilities; and
11

12 WHEREAS, interim zoning will provide the County with additional time to review and
13 amend its public health, safety and welfare requirements and zoning and land use regulations
14 related to the establishment and operation of temporary homeless facilities; and
15

16 WHEREAS, interim zoning will also allow qualifying religious organizations and registered
17 not-for-profit, tax exempt 501(c)(3) organizations the opportunity to establish and operate
18 temporary homeless facilities; and
19

20 WHEREAS, a determination of non-significance (DNS) was issued under the State
21 Environmental Policy Act (SEPA) on July 3, 2018; and
22

23 WHEREAS, the County Council concludes that the County does have the authority to
24 establish an interim zoning ordinance and that the County must adopt interim zoning concerning
25 the establishment and operation of temporary homeless facilities to act as a stop- gap measure:
26 (a) to provide the County with an opportunity to study the issues concerning the establishment
27 and operation of temporary homeless facilities and prepare appropriate revisions to the
28 County's codes and regulations; (b) to protect the health, safety, and welfare of the citizens of
29 Whatcom County by avoiding and ameliorating negative impacts and unintended
30 consequences of establishing and operating temporary homeless facilities and (c) to avoid
31 applicants possibly establishing vested rights contrary to and inconsistent with any revisions the
32 County may make to its rules and regulations as a result of the County's study of this matter; and
33

34 WHEREAS, the County Council adopts the foregoing as its findings of facts justifying the
35 adoption of this Ordinance; and
36

37 NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:
38

39 Section 1. Findings of Fact. The County Council adopts the above "WHEREAS" recitals as
40 findings of fact in support of its action as required by RCW 36. 70A.390 and RCW 36.70.790.
41

42 Section 2. Regulations established. Regulations concerning the establishment and processing
43 of applications for temporary homeless facilities in unincorporated Whatcom County are
44 hereby established. Establishing such facilities contrary to the provisions of this ordinance is
45 prohibited. Administrative Use approvals shall be required for temporary homeless facilities in
46 the County. Applications for administrative use approvals, land use approvals, or any other
47 permit or approval, in any way associated with temporary homeless facilities, shall not be
48 processed, issued, granted, or approved unless in compliance with this ordinance. If a
49 temporary homeless facility is established in violation of this ordinance or if, after an
50 administrative use permit is issued for the same, the director of the planning and
51 development services department determines that the permit holder has violated this
52 ordinance or any condition of the permit, the temporary homeless facility, its sponsor and
53 managing agency shall be subject to code enforcement and all activities associated with the
54 temporary homeless facility shall cease, and the site shall be vacated and restored to its pre-
55 encampment conditions.
56
57
58
59

Section 3. Definitions. The following definitions apply to temporary homeless facilities:

- A. "Temporary homeless facility" means a facility providing temporary housing accommodations that includes a sponsor and managing agency, the primary purpose of which is to provide temporary shelter for people experiencing homelessness in general or for specific populations of the homeless. Temporary homeless facilities include but are not limited to temporary tent encampments and temporary tiny house encampments.
- B. "Temporary tent encampment" means a short-term living facility for a group of homeless people that is composed of tents or other temporary structures, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.
- C. "Temporary tiny house encampment" means a temporary homeless facility for a group of people living in purpose-built tiny houses for people experiencing homelessness, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. Temporary tiny houses for the homeless are typically less than 200 square feet and easily constructed and moved to various locations. For the purposes of this ordinance, temporary tiny homes are not dwelling units and, as such, are not required to meet building codes.
- D. "Managing agency" means an organization identified as the manager of a temporary homeless facility that has the capacity to organize and manage a temporary homeless facility. Managing agencies are limited to religious organizations and non-profit agencies. A "managing agency" may be the same entity as the sponsor.
- E. "Sponsor " means an organization that :
 - 1. invites a temporary homeless facility to reside on land they own or lease; and
 - 2. is a State of Washington registered not-for-profit corporation and federally recognized tax exempt 501(c)(3) organization; or
 - 3. is recognized by the Internal Revenue Service as exempt from federal income taxes as a religious organization, which expresses its religious mission, in part, by organizing living accommodations for the homeless.
- F. "Director" means the Planning and Development Services Department Director.

Section 4. Requirements. The following requirements shall apply to all temporary homeless facilities approved under this ordinance, unless modified by the director through approval of an administrative use permit.

- A. The encampment shall be located a minimum of 20 feet from the property line of abutting properties containing commercial, industrial, and multifamily residential uses. The encampment shall be located a minimum of 40 feet from the property line of abutting properties containing single-family residential or public recreational uses, unless the director finds that a reduced buffer width will provide adequate separation between the encampment and adjoining uses, due to changes in elevation, intervening buildings or other physical characteristics of the site of the encampment.
- B. No temporary homeless facility shall be located within a critical area or its buffer as defined by Whatcom County Code (WCC) 16.16 or 23.
- C. A temporary homeless facility shall comply with the applicable development standards of Whatcom County Code Title 20 Zoning, except that temporary homeless facilities shall not be considered structures for the purposes of calculating parcel's total lot coverage, as defined by WCC 20.97.217.
- D. A six-foot-tall fence is required around the perimeter of the encampment to limit access to the site for safety and security reasons; provided, that the fencing does not

1 create a sight obstruction at the street or street intersections or curbs as determined
2 by the county engineer, unless the director determines that there is sufficient
3 vegetation, topographic variation, or other site conditions such that fencing would not
4 be needed.
5

- 6 E. Exterior lighting must be directed downward and glare contained within the temporary
7 encampment.
8
- 9 F. The maximum number of residents at a temporary encampment site shall be
10 determined by the director taking into consideration site conditions, but in no case
11 shall the number be greater than fifty (50) people.
12
- 13 G. On-site parking of the sponsor shall not be displaced unless sufficient required off-
14 street parking remains available for the host's use to compensate for the loss of on-
15 site parking or unless a shared parking agreement is executed with adjacent
16 properties.
17
- 18 H. A transportation plan, including provisions for transit, and pedestrian and bicycle
19 ingress and egress to the encampment, shall be submitted for review and approval.
20
- 21 I. No children under the age of 18 are allowed to stay overnight in the temporary
22 encampment, unless accompanied by a parent or guardian. If a child under the age of
23 18 without a parent or guardian present attempts to stay at the encampment, the
24 sponsor and the managing agency shall actively endeavor to find alternative shelter for
25 the child through community partners such as Northwest Youth Services, Opportunity
26 Council, Lighthouse Mission, Interfaith Coalition and other appropriate homeless youth
27 services organizations. Children under the age of 18 without a parent or guardian
28 present shall be allowed to remain in a temporary encampment while alternative
29 shelter is being sought.
30
- 31 J. The sponsor or managing agency shall provide and enforce a written code of conduct,
32 which not only provides for the health, safety and welfare of the temporary
33 encampment residents, but also mitigates impacts to neighbors and the community. A
34 copy of the code of conduct shall be submitted to the County at the time of application
35 for the administrative use permit. Said code shall be incorporated into the conditions of
36 approval. The managing agency shall post the County approved written code of
37 conduct on site.
38
- 39 K. An operations plan must be provided that addresses site management, site
40 maintenance, and provision of human and social services. Individuals or organizations
41 shall have either a demonstrated experience providing similar services to homeless
42 residents; and/or certification or academic credentials in an applicable human service
43 field; and/or applicable experience in a related program with a homeless population.
44 Should an individual or organization not have any of the preceding qualifications,
45 additional prescriptive measures may be required to minimize risk to both residents of
46 the temporary homeless facility and the community in general.
47
- 48 L. The sponsor and the managing agency shall ensure compliance with Washington State
49 laws and regulations and the Whatcom County Health Department's regulations
50 concerning, but not limited to, drinking water connections, solid waste disposal, and
51 human waste. The sponsor and the managing agency shall permit inspections by local
52 agencies and/or departments to ensure such compliance and shall implement all
53 directives resulting therefrom within the specified time period.
54
- 55 M. The sponsor and managing agency shall assure all applicable public health regulations,
56 including but not limited to the following, will be met for:
57
- 58 1. Potable water, which shall be available at all times at the site;
 - 59 2. Sanitary portable toilets, which shall be set back from all property lines as

- determined by the director;
3. Hand-washing stations by the toilets and food preparation areas;
4. Food preparation or service tents; and
5. Refuse receptacles.

- N. Public health regulations (WAC 246.215 and WCC 24.03) on food donations and food handling and storage, including proper temperature control, shall be followed and homeless encampment residents involved in food donations and storages shall be made aware of these Whatcom County Health Department requirements.
- O. The sponsor and the managing agency shall designate points of contact and provide contact information (24 hour accessible phone contact) to the chief criminal deputy of the Whatcom County Sheriff or his/her designee. At least one designated point of contact shall be on duty at all times. The names of the on-duty points of contact shall be posted on-site daily and their contact information shall be provided to the Whatcom County Sheriff's Office as described above.
- P. Facilities for dealing with trash shall be provided on-site throughout the encampment. A regular trash patrol in the immediate vicinity of the temporary encampment site shall be provided.
- Q. The sponsor and the managing agency shall take all reasonable and legal steps to obtain verifiable identification information, to include full name and date of birth, from current and prospective encampment residents and use the identification to obtain sex offender and warrant checks from appropriate agencies. The sponsor and the managing agency shall keep a current log of names and dates of all people who stay overnight in the encampment. This log shall be available upon request to law enforcement agencies and prospective encampment residents shall be so advised by the sponsor and managing agency. Persons who have active warrants, or who are required to register as sex offenders, are prohibited from the encampment's location.
- R. The sponsor and the managing agency shall immediately contact the Whatcom County Sheriff's Office if someone is rejected or ejected from the encampment when the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the opinion of the on-duty point of contact or on-duty security staff, the rejected/ejected person is a potential threat to the community.
- S. Tents over 300 square feet in size and canopies in excess of 400 square feet shall utilize flame retardant materials.
- T. The sponsor, the managing agency and temporary encampment residents shall cooperate with other providers of shelters and services for homeless persons within the County and shall make inquiry with these providers regarding the availability of existing resources.
- U. The sponsor and/or managing agency shall provide before-encampment photos of the host site with the application. Upon vacation of the temporary encampment, all temporary structures and debris shall be removed from the host site within one calendar week.
- V. Upon cessation of the temporary encampment, the site shall be restored, as near as possible, to its original condition. Where deemed necessary by the director, the sponsor and/or managing agency shall re-plant areas in which vegetation had been removed or destroyed.

Section 5. Frequency and duration of temporary homeless facilities.

- A. No more than a maximum of 100 people may be housed in temporary homeless facilities (encampments) located in the unincorporated County at any time. Multiple

encampment locations may be permitted provided that the aggregate total of people in all temporary tent and/or tiny house encampments shall not exceed 100.

- B. The director shall not grant a permit for the same site more than once in any calendar year; provided that director is not authorized to issue a permit for the same site sooner than 180 days from the date the site is vacated as provided for in Section 4 of this ordinance.
- C. Temporary tent encampments may be approved for a period not to exceed 180 days. The director may grant one 180-day extension, provided all conditions have been complied with and circumstances associated with the use have not changed. This extension shall be subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1). The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.
- D. Temporary tiny house encampments may be approved for a period of between six months and up to one year, provided the sponsor and managing agency comply with all permit conditions. The director may grant one or more extension(s) not to exceed one additional year, provided enabling legislation allows so. Extensions are subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1). The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.

Section 6. Permit required. Establishment of a temporary homeless facility shall require approval of an administrative use permit, as described in this ordinance, and compliance with all other applicable County regulations. The director shall have authority to grant, grant with conditions or deny an application for an administrative use permit under this ordinance.

Section 7. Application. Application for an administrative use permit shall be made on forms provided by the County, and shall be accompanied by the following information; provided, that the director may waive any of these items, upon request by the applicant and finding that the item is not necessary to analyze the application. An application to establish a temporary homeless facility shall be signed by both the sponsor and the managing agency ("applicant") and contain the following:

- A. A site plan of the property, drawn to scale, showing existing natural features, existing and proposed grades, existing and proposed utility improvements, existing rights-of-way and improvements, and existing and proposed structures, tents and other improvements (including landscaping and fencing at the perimeter of the proposed encampment and the property and off-street parking);
- B. A vicinity map, showing the location of the site in relation to nearby streets and properties;
- C. A written summary of the proposal, responding to the standards and requirements of this ordinance;
- D. The written code of conduct, operations plan and a transportation plan as required by this ordinance;
- E. Statement of actions that the applicant will take to obtain verifiable identification from all encampment residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;
- F. Project statistics, including site area, building coverage, number and location of tents and temporary structures, expected and maximum number of residents, and duration of the encampment;
- G. Address and parcel number of the subject property;
- H. Photographs of the site;
- I. A list of other permits that are or may be required for development of the property (issued by the County or by other government agencies), insofar as they are known to the applicant;
- J. Permit fees for temporary homeless facilities shall be in accordance with WCC 22.25;

- 1 K. A list of any requirement under this ordinance for which the applicant is asking to
2 modify.
3
4
5

6 Section 8. Permit Procedures.
7

- 8 A. Notice. All temporary homeless facility applications shall be reviewed under a Type II
9 process under WCC 22.05, except that the final decision must be rendered within 60
10 days of a determination of completeness. Additionally, the notice of application shall
11 contain proposed duration and operation of the temporary homeless facility, number of
12 residents for the encampment, and contain a County website link to the proposed
13 written code of conduct, operations plan and transportation plan for the facility.
14 B. Decision and Notice of Decision. Final action on permit applications made under this
15 section shall be in accordance with WCC 22.05. Before any such permit may be
16 granted, the applicant shall demonstrate and the director shall find consistency WCC
17 20.84.220 and the following:
18

- 19 1. The proposed use meets the requirements of this ordinance; and
20 2. Measures, including the requirements herein and as identified by the director,
21 have been taken to minimize the possible adverse impacts which the proposed
22 encampment may have on the area in which it is located. It is acknowledged
23 that not all impacts can be eliminated, however the risk of significant impacts
24 can be reduced to a temporary and acceptable level as the duration of the
25 encampment will be limited.
26

27 A notice of the decision shall be provided in accordance with WCC 22.05.
28

- 29 C. Conditions. Because each temporary encampment has unique characteristics,
30 including, but not limited to, size, duration, uses, number of occupants and
31 composition, the director shall have the authority to impose conditions on the approval
32 of an administrative use permit to ensure that the proposal meets the criteria for
33 approval listed above. Conditions, if imposed, must be intended to protect public
34 health, life and safety and minimize nuisance-generating features such as noise, waste,
35 air quality, unsightliness, traffic, physical hazards and other similar impacts that the
36 temporary encampment may have on the area in which it is located. In cases where
37 the application for an administrative use permit does not meet the provisions of this
38 ordinance (except when allowed under subsection (D) of this section) or adequate
39 mitigation may not be feasible or possible, the director shall deny the application.
40
41 D. Modification of Requirements. The director may approve an administrative use permit
42 for a temporary encampment that relaxes one or more of the standards in this
43 ordinance only when, in addition to satisfying the decision criteria stated above, the
44 applicant submits a description of the standard to be modified and demonstrates how
45 the modification would result in a safe encampment with minimal negative impacts to
46 the host community under the specific circumstances of the application. In considering
47 whether the modification should be granted, the director shall first consider the effects
48 on the health and safety of encampment residents and the neighboring communities.
49 Modifications shall not be granted if their adverse impacts on encampment residents
50 and/or neighboring communities will be greater than those without modification. The
51 burden of proof shall be on the applicant.
52
53 E. Appeal. The director's decision may be appealed to the hearing examiner as provided
54 in WCC 22.05.020(1) and 22.05.160.
55
56 F. Revocation. The director shall also have the authority to revoke an approved
57 administrative use permit, pursuant to WCC 22.05.150 at any time a sponsor or
58 managing agency has failed to comply with the applicable provisions of this ordinance
59 or permit.

Section 9. Purpose. The purpose of this interim ordinance is to allow and establish a review process for the location, siting, and operation of temporary homeless facilities within the unincorporated County. While the interim ordinance is in effect, the County will study the land use and other impacts associated with temporary homeless facilities, draft final zoning and regulations to address such uses, hold public hearings on such draft regulations, and adopt such regulations.

Section 10. Duration of Interim Ordinance. This interim ordinance will replace Ordinance 2018-041 and shall be in effect for one year beginning on November 6, 2019, and ending on November 6, 2020, unless another ordinance is adopted amending the Whatcom County Code and rescinding this interim ordinance before November 6, 2020.

Section 11. Work Plan. During the interim ordinance period, County staff will study the issues concerning the establishment and operation of temporary homeless facilities. Staff will prepare a draft ordinance with appropriate revisions to the County's land use regulations; perform SEPA review of the draft ordinance, and conduct the public review process, including public hearings before the County's Planning Commission and County Council, as required for amendments to the County's development regulations.

Section 14. Conflict with other Whatcom County Code Provisions. If the provisions of this Ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this Ordinance shall control.

Section 15. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

ADOPTED this _____ day of _____, 2019.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chairperson

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____