

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
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

WHATCOM COUNTY COUNCIL

**COMBINED
AGENDA PACKET FOR
FEBRUARY 11, 2020**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

NATURAL RESOURCES COMMITTEE (9:30 A.M.)

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (10:30 A.M.)

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

CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE (1:45 P.M.)

**SPECIAL COMMITTEE OF THE WHOLE (2:30 P.M.)
(ESTIMATED TIME - MEETING MAY BEGIN EARLIER/LATER THAN 2:30 P.M.)**

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

**FEBRUARY 17, 2020
HOLIDAY – OFFICE CLOSED**

**FEBRUARY 18, 2020
10:30 A.M. - WATER WORK SESSION
CIVIC CENTER BUILDING GARDEN ROOM**

**1:15 P.M. – COUNCIL INFORMATIONAL RETREAT
COUNCIL OFFICE CONFERENCE ROOM, 311 GRAND AVENUE**

**FEBRUARY 25, 2020
REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

**MARCH 10, 2020
REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE

Members: Todd Donovan, Ben Elenbaas, Carol Frazey

9:30 a.m. Tuesday, February 11, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2020-066 Report on European green crab found in Drayton Harbor
Page 1

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Rud Browne, Kathy Kershner

10:30 a.m. Tuesday, February 11, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

County Executive's Report

Committee Discussion and Recommendation to Council

1. AB2020-046 Ordinance amending the 2020 Whatcom County Budget, request no. 4, in the amount of \$193,202
Pages 2 - 12
2. AB2020-052 Ordinance amending the project budget for the New Jail Project Fund 2013-2014, request no. 5
Pages 13 - 17
3. AB2020-077 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and City of Blaine for the purposes of adjusting the EDI loan terms on the Gateway Regional Stormwater project
Pages 18 - 24
4. AB2020-047 Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020
Pages 25 - 42

Council "Consent Agenda" Items

1. AB2020-002 Request authorization for the County Executive to enter into a contract with Whatcom Dispute Resolution Center in the amount of \$96,000
Pages 43 - 58
2. AB2020-024 Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Sierra Beatson and Robert Hutton III to reside at the house located at 677 North Lake Samish Road, Bellingham, in the amount of \$1,550.00 per month
Pages 59 - 94

3. AB2020-069 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and RE Sources to increase the number of educational outreach opportunities in the amount of \$15,000 for a total amended contract amount of \$65,000
Pages 95 - 103
4. AB2020-073 Request authorization for the County Executive to enter into a contract between Whatcom County and Brown & Caldwell to conduct Phase I of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment in the amount of \$193,013
Pages 104 - 121
5. AB2020-075 Request authorization for the County Executive to enter into an interlocal amendment agreement between Whatcom County, City of Bellingham and Fire Protection District 7 for analytical and billing costs for the Ground Emergency Medical Transport program funding
Pages 122 - 128
6. AB2020-067 Resolution to set public hearing to sell tax-title property by public auction
Pages 129 - 134
7. AB2020-049 Resolution cancelling uncollectible personal property taxes
Pages 135 - 141

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE

1:00 p.m. Tuesday, February 11, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion and Recommendation to Council

1. AB2020-056 Resolution to establish income eligibility designation for use of the Veterans Assistance Fund
Pages 142 - 167

Other Business

Adjournment

CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE

Members: Barry Buchanan, Tyler Byrd, Carol Frazey

1:45 p.m. Tuesday, February 11, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2020-009 Report from the Incarceration Prevention & Reduction Task Force
Pages 168 - 204

Other Business

Adjournment

SPECIAL COMMITTEE OF THE WHOLE
2:30 p.m. Tuesday, February 11, 2020
(ESTIMATED TIME - MEETING MAY BEGIN EARLIER/LATER THAN 2:30 P.M.)
Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion and Recommendation to Council

1. AB2020-055 Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694
Pages 205 - 228

Special Order of Business

1. AB2020-057 Assignment of staffing responsibilities for the Public Health, Safety, and Justice Facility Needs Assessment, including the project website and the Stakeholder Advisory Committee (SAC)
Page 229

Committee Discussion

1. AB2020-038 Discuss proposed Interlocal Agreement between Whatcom County and cities relating to interim procedures for amending the Countywide Planning Policies
Pages 230 - 247

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

7 p.m. Tuesday, February 11, 2020

Council Chambers, 311 Grand Avenue

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

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

MINUTES CONSENT

1. MIN2020-021 Water Work Session for January 21, 2020
Pages 248 - 251
2. MIN2020-025 Joint Meeting with Skagit and San Juan Counties on January 6, 2020
Page 252
3. MIN2020-027 Regular County Council for January 28, 2020
Pages 253 - 267
4. MIN2020-028 Special Committee of the Whole for January 28, 2020
Pages 268 - 274
5. MIN2020-029 Committee of the Whole Executive Session for January 28, 2020
Pages 275 - 278

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)

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Pages 43 - 58
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Pages 122 - 128
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Pages 129 - 134
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Pages 135 - 141

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2020-046 Ordinance amending the 2020 Whatcom County Budget, request no. 4, in the amount of \$193,202
Pages 2 - 12
2. AB2020-052 Ordinance amending the project budget for the New Jail Project Fund 2013-2014, request no. 5
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Pages 25 - 42

(From Council Public Works and Health Committee)

5. AB2020-056 Resolution to establish income eligibility designation for use of the Veterans Assistance Fund
Pages 43 - 58

(From Council Special Committee of the Whole)

6. AB2020-055 Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694
Pages 59 - 95

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

1. AB2020-059 Appointment to fill vacancy on the Lummi Island Ferry Advisory Committee (LIFAC)- applicant(s): Gregory Rice
Pages 279 - 283
2. AB2020-061 Appointment to fill vacancies on the Countywide Flood Control Zone District Advisory Committee - Applicant(s): Steve Seymour, Jeff DeJong, and John Perry (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 284 - 294
3. AB2020-078 Appointments to fill vacancy on the Birch Bay Watershed and Aquatic Resources management Advisory (BBWARM) Committee - Applicant: Jackie Bourgault (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 295 - 302

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

1. AB2020-079 Request confirmation of the Executive's appointment of Douglas Cornelsen to the Northwest Senior Services Board
Pages 303 - 306
2. AB2020-080 Request confirmation of Executive's appointment of Daniel Sulak to the Marine Resources Committee
Pages 307 - 312

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. AB2020-076 Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount of \$792,558
Pages 313 - 325
2. AB2020-064 Ordinance finalizing a revised system of assessment for Drainage Improvement District No. 5
Pages 326 - 338
3. AB2020-065 Appointment to fill vacancies on Business and Commerce Advisory Committee, Higher Education - applicant: Eva Schulte (applications from other applicants due in the Council Office at 10:00 a.m. on February 18)
Pages 339 - 342
4. AB2020-068 Resolution to sell tax-title property by public auction
Pages 343 - 348

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: AB2020-066

File ID:	AB2020-066	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Report		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Report on European green crab found in Drayton Harbor

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Report on European green crab found in Drayton Harbor

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-046

File ID:	AB2020-046	Version:	1	Status:	Introduced
File Created:	01/15/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 4, in the amount of \$193,202

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #4 requests funding from the General Fund:

1. To appropriate \$93,202 in County Executive to fund Community Outreach Facilitator position.
2. To appropriate \$100,000 in Non-Departmental to fund subsidized childcare.
3. To transfer \$273,548 from Non-Departmental wage reserve to fund Sheriff Deputies' Guild 2020 settlement.
4. To appropriate \$273,548 in Sheriff to fund 2020 Sheriff Deputies' Guild wage settlement.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/28/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee
		Aye: 7	Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner
		Nay: 0	
		Absent: 0	

Attachments: Proposed Ordinance, Budget requests

ORDINANCE NO.
AMENDMENT NO. 4 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			
County Executive	93,202	-	93,202
Non-Departmental	(173,548)	-	(173,548)
Sheriff	273,548	-	273,548
Total General Fund	193,202	-	193,202
Total Supplemental	193,202	-	193,202

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 change:

- Add 1 FTE Community Outreach Facilitator in Executive.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 4				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
County Executive	To fund Community Outreach Facilitator position.	93,202		93,202
Non-Departmental	To fund subsidized childcare.	100,000	-	100,000
Non-Departmental	To move budget authority to Sheriff for Guild settlement.	(273,548)	-	(273,548)
Sheriff	To fund 2020 Sheriff Deputies Guild wage settlement.	273,548	-	273,548
Total General Fund		193,202	-	193,202
Total Supplemental		193,202	-	193,202

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3015

Fund 1

Cost Center 1200

Originator: Satpal S. Sidhu

Year 2 2020

Add'l FTE ☒

Priority 1

Name of Request: Community Outreach Facilitator

X

Satpal S. Sidhu

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$61,932
	6210	Retirement	\$7,946
	6230	Social Security	\$4,738
	6245	Medical Insurance	\$16,344
	6255	Other H&W Benefits	\$1,505
	6259	Worker's Comp-Interfund	\$520
	6269	Unemployment-Interfund	\$217
	Request Total		\$93,202

1a. Description of request:

New position to facilitate external community education and public relations. This position will report to the County Executive.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Whatcom County's community outreach efforts are growing, however the County's voice and presence on topics of community-wide interest could more effectively inform citizens and build consensus on issues and initiatives if there were greater coordination and cooperation. This position would augment and build upon efforts to date.

3a. Options / Advantages:

This option will build on the County's efforts to more effectively engage and inform citizens on issues and initiatives that impact our community. This position will help to ensure timely and consistent communications throughout the community.

3b. Cost savings:

N/A

4a. Outcomes:

This position will assist in creating more cohesive countywide communications by working on community-wide interests and collaborating with department staff to synthesize county communications and messages.

4b. Measures:

Information will be communicated consistently and timely and the community will be engaged with the process.

5a. Other Departments/Agencies:

The larger County departments have external communication positions: Public Works, Sheriff, and Health. This position would collaborate with the department staff and help integrate and focus County

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3015

Fund 1

Cost Center 1200

Originator: Satpal S. Sidhu

messages.

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

County Executive will monitor and manage the position.

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3016

Fund 1

Cost Center

Originator: Tawni Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Subsidized Childcare Shortage

X

Satpal Singh

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$100,000
	Request Total		\$100,000

1a. Description of request:

A local childcare agency, Kids' World, providing approximately 532 licensed daycare slots has determined the need to potentially close their doors, citing their business model was no longer sustainable. This decision has effectively reduced the number of Whatcom County childcare slots by 15%. And 61% of those slots were filled by children and families reliant on a full or partial subsidy.

This news prompted the Boys and Girls Club of Whatcom County board of directors to pursue an agreement with Kids' World to take over operations and preserve the 532 childcare slots while requesting community support for near-term operational start up costs.

In response to this turn of events, on December 16, 2019 the Bellingham City Council voted to approve a \$100,000 grant to preserve subsidized childcare. See attached City Ordinance.

Whatcom County Executive would also like to support the efforts to retain childcare slots for families in Whatcom County and proposes a \$100,000 grant to preserve subsidized childcare in Whatcom County.

1b. Primary customers:

Families seeking subsidized childcare in Whatcom County.

2. Problem to be solved:

Childcare slots have been reduced by 15% in Whatcom County. 61% of those slots were available through full or partial subsidy. This will have an incredible impact on working families and both the City and County would like to support the retention of those subsidized childcare slots by supporting the Boys and Girls Club efforts to take over operations of the childcare agency known as Kids' World.

3a. Options / Advantages:

Community support for near-term operational start up costs will help to ensure a smooth transition and secure the vital childcare slots.

3b. Cost savings:

N/A

4a. Outcomes:

Families that rely on childcare will have available access either through full or partial subsidy.

4b. Measures:

Children and families will continue to have access to childcare through an agreement between the Boys and Girls Club and Kids' World.

5a. Other Departments/Agencies:

No.

Monday, January 06, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3016

Fund 1

Cost Center

Originator: Tawni Helms

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

6. Funding Source:

General Fund.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019-2020 BIENNIAL BUDGET, INCREASING APPROPRIATIONS IN THE GENERAL FUND AND MAKING FINDINGS IN SUPPORT OF SUCH INCREASE

WHEREAS, Bellingham has an emergency childcare shortage due to the loss of childcare facilities which previously provided fifteen percent (15%) of the childcare slots in Whatcom County; and

WHEREAS, Kids' World currently provides 532 licensed childcare slots, sixty-one percent (61%) of which are filled by children reliant on a full or partial state subsidy; and

WHEREAS, Kids' World intends to cease operations on December 31, 2019 because it has determined its business model is no longer sustainable; and

WHEREAS, the Boys and Girls Club of Whatcom County board of directors has directed staff to pursue an agreement with Kids' World to take over operations and preserve the 532 childcare slots; and

WHEREAS, the Boys and Girls Club has requested community support for near-term operational start-up costs to ensure the childcare slots are retained; and

WHEREAS, City of Bellingham staff recommend a \$100,000 grant to preserve subsidized childcare in the city; and

WHEREAS, the provision of these grant funds supports low-income families, is a recognized governmental function regarding child welfare and economic development and is made for consideration of the provision of services to these families; and

WHEREAS, funding for this purpose was not included in the 2019-2020 Adopted Budget.

NOW THEREFORE, THE CITY OF BELLINGHAM DOES FIND AND ORDAIN:

Section 1. City Council does hereby adopt the above recitals as findings of the City Council.

Section 2. The 2019-2020 Biennial Budget is hereby amended to increase appropriation authority in the Planning and Community Development Department in the General Fund by an additional \$100,000.

PASSED by the Council this _____ day of _____, 2019.

City of Bellingham
City Attorney
210 Lottie Street
Bellingham, Washington 98225
360-778-8270

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3018 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: Move wage budget authority to Sheriff's Office

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	(\$273,548)
	Request Total		(\$273,548)

1a. Description of request:

Move budget authority for Guild wage settlement from Non Departmental wage reserve account to Sheriff's Office budget.
See supplemental ID 3017.

1b. Primary customers:

2. Problem to be solved:

Need to reduce Non Departmental wage reserve budget and increase budget authority in Sheriff's Office to fund Guild 2020 wage settlement.

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 # 3017

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 Guild Settlement

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$221,021
	6210	Retirement	\$11,782
	6230	Social Security	\$16,907
	6245	Medical Insurance	\$40,038
	6255	Other H&W Benefits	(\$16,490)
	6269	Unemployment-Interfund	\$290
	Request Total		\$273,548

1a. Description of request:

Fund 2020 Sheriff Deputies' Guild wage and benefit settlement. Increases wages 3%, clothing allowance by \$100 per deputy and county medical insurance contributions.

1b. Primary customers:

Sheriff Deputies

2. Problem to be solved:

Council adopted Guild wage settlement needs to be funded

3a. Options / Advantages:

None - contractually required

3b. Cost savings:

None

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 - Non Departmental wage reserve



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-052

File ID:	AB2020-052	Version:	1	Status:	Introduced
File Created:	01/16/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the New Jail Project Fund 2013-2014, request no. 5

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$550,000 to be added to the project budget. Budget will be used to fund an updated needs assessment for a new Health, Safety and Justice Facility. Also requesting to change the name of the fund to New Health, Safety and Justice Facility Project Fund.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/28/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee
	Aye: 7	Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner	
	Nay: 0		
	Absent: 0		

Attachments: Proposed Ordinance, Budget Request

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE
NEW JAIL PROJECT FUND 2013-2014, REQUEST NO. 5**

WHEREAS, Ordinance 2013-003 established the project budget for a new jail construction project, and

WHEREAS, funds were spent on site acquisition and consulting contracts, and

WHEREAS, voters turned down the referendum necessary to fund a new jail, and

WHEREAS, efforts have been refocused to both improving existing jail facilities and developing a more integrated approach to a new jail facility, and

WHEREAS, the County Council and Executive desire to engage the services of consultants to provide an updated needs assessment for a new Health, Safety and Justice Facility, and

WHEREAS, adequate funding remains in the New Jail Project Budget Fund to fund the contract,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2013-003 is hereby amended by adding \$550,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of \$8,466,280, for a total amended project budget of \$9,016,280.

NOW, THEREFORE, BE IT FURTHER ORDAINED that the name of the fund be changed to New Health, Safety and Justice Facility Project Fund.

ADOPTED this ____ day of _____, 2020.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Satpal Sidhu, County Executive
Date: _____

EXHIBIT A

NEW HEALTH, SAFETY AND JUSTICE FACILITY FUND

Account	Description	Current Amended <u>Project Budget</u>	Amendment #5 <u>to Ord. 2013-003</u>	Total Amended <u>Project Budget</u>
Expenditures				
6630	Professional Services	\$1,435,789	\$550,000	\$1,985,789
7210	Intergov Professional Services	\$10,000	\$0	\$10,000
7320	Land	\$6,093,491	\$0	\$6,093,491
8351.337	Operating Transfer Out	\$927,000	\$0	\$927,000
		\$8,466,280	\$550,000	\$9,016,280
Revenues				
8301.001	Operating Transfer In - Gen Fund	\$2,093,491	\$0	\$2,093,491
8301.4530	Op Trf In - Gen Fund (Not Budgeted)	\$3,000,000	\$0	\$3,000,000
8301.118	Operating Transfer In - Jail Fund	\$2,700,000	\$0	\$2,700,000
8301.326	Operating Transfer In - REET I	\$2,300,000	\$0	\$2,300,000
		\$10,093,491	\$0	\$10,093,491

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3019

Fund 345

Cost Center 345100

Originator: T. Helms/T.Schroeder

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Health, Safety & Justice Facility Needs Assessment

X

Department Head Signature (Required on Hard Copy Submission)

Date

1-17-2020

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$550,000
	Request Total		\$550,000

1a. Description of request:

Resolution 2019-036 unanimously approved by Council adopted a statement of public health, safety, and justice facility planning principals for Whatcom County while Resolution 2019-063 established the Stakeholder Advisory Committee for the Public Health, Safety and Justice Facility Needs Assessment. In October, 2019 Whatcom County published Request for Proposal #19-76 for professional services for a Whatcom County Public Health, Safety and Justice Facilities Needs Assessment. After a thorough interview process, Hellmuth, Obata & Kassabaum, Inc. (HOK) was selected to prepare the needs assessment. HOK will complete the needs assessment that incorporates a robust and public engagement component throughout a phased approach that includes:

PHASE ONE – BEHAVIORAL VISION SETTING AND PROJECT PLANNING DESIGN

Summary of tasks:

- Background Info/Review prior Studies
- Project Kickoff Meeting
- Jail Options and Space
- Capital and Operating Costs
- Program Survey & Best Practices Review
- Justice & Correctional System Trends
- Jail & Behavioral Capacity Projections
- Evidence-Based Behavioral Health Practices
- Space Requirements
- Justice System Impacts
- Final Needs Assessment Report

PHASE III - ALTERNATIVES AND DESIGNS

Summary Tasks:

- Functional & Design Requirements Workshops
- Financing Strategies
- Site Considerations

The needs assessment and recommendations accomplished through Phase I and Phase II will provide the direction, scale and scope of Phase III which will be the development of the conceptual design.

PHASE III - DEVELOP CONCEPTUAL DESIGN

- Develop & Evaluate Options (w/workshops)
- Operational Budget

1b. Primary customers:

Friday, January 17, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3019

Fund 345

Cost Center 345100

Originator: T. Helms/T. Schroeder

Whatcom County residents and the general public that intersect with the Public Health, Safety and Justice services in Whatcom County.

2. Problem to be solved:

Whatcom County recognizes the critical need for a new jail facility to provide a safer, more secure, and healthier environment for those who work, visit, and are incarcerated within the public safety/justice facility. Additionally, the County seeks to better understand the behavioral health needs within the jail and throughout the broader community. Understanding the near and long term physical and programmatic needs of the County's justice facility will assist policy makers in decisions regarding future funding for programs and facilities. The needs assessment will analyze existing behavioral health programs and identify gaps in funding and programs offered. The final report will document a robust community engagement effort and quality feedback from the public that informs the needs assessment and recommendations.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

Phase I - Behavioral Health and Public Safety Needs Assessment

Phase II - Alternatives and Designs

Public Engagement

Accomplishing the components above will assist Whatcom County to complete the following:

Identify universal system needs

Determine the viability of current facilities and possible location(s) of new one

Explore treatment and diversion for the mentally ill and substance abusers

Prepare an economic model and long term cost analysis

Develop a communications plan for the citizens of Whatcom County

The successful completion of Phase I & II will determine the scale and scope of Phase III.

4b. Measures:

The developing contract has identified deliverables for each phase of the scope. The Firm will be compensated for the successful completion of each deliverable.

5a. Other Departments/Agencies:

Yes.

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

Sheriff's Office

Council

Facilities Management

Executive

Health

6. Funding Source:

New Jail Project Fund fund balance



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-077

File ID:	AB2020-077	Version:	1	Status:	Agenda Ready
File Created:	01/30/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and City of Blaine for the purposes of adjusting the EDI loan terms on the Gateway Regional Stormwater project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed agreement

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

FROM: Satpal Singh Sidhu, County Executive *SS*

RE: Amendment to Interlocal Loan and Grant Agreement with
The City of Blaine

DATE: January 29, 2020

Enclosed are two (2) originals of an Amendment to the Interlocal Loan and Grant Agreement between Whatcom County and the City of Blaine for your review and approval.

▪ **Background and Purpose**

In August of 2019, the County Council approved EDI funding for the City of Blaine's Gateway Regional Stormwater project.

Soon after signing the Interlocal Loan and Grant Agreement, the City of Blaine notified the county that construction had been extended into 2020; due to this delay the payments from the stakeholders in the LID wouldn't be due until 2021. Therefore they requested that the loan payment be deferred by one year.

This amendment extends the amortization period on the loan by one year, for 16 years total, and it provides for the first loan payment to be interest only (due in 2020). If approved, we respectfully request your authorization for the County Executive to execute this amended agreement.

▪ **Funding Amount and Source**

There are no changes in funding from the original agreement, other than the loan payment structure.

Please contact me with any questions or concerns regarding the terms of this agreement.

Enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201907032-1

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental/EDI Program (Pub Util Impr Fund)
Contract or Grant Administrator:	Suzanne Mildner
Contractor's / Agency Name:	City of Blaine

Is this a New Contract? 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: 332239

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).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$2,650,000.00</u> This Amendment Amount: \$ <u>n/a</u> 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.
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Summary of Scope: Interlocal Loan and Grant Agreement with the City of Blaine utilizing EDI Program funding (from the Public Utilities Improvement Fund) for use in Blaine's Gateway Regional Stormwater & Wetland Facility Project. This amendment extends the amortization period for the loan by one year, to 16 years total, and provides for the first loan payment to be interest only.

Term of Contract:	16 Years	Expiration Date:	Approx. 12/31/2035
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Contract Routing:	1. Prepared by: <u>sm</u>	Date: <u>1/28/20</u>
	2. Attorney signoff: <u>[Signature]</u>	Date: <u>1/28/2020</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>1/28/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**Amendment to
Economic Development Investment Program
Interlocal Loan & Grant Agreement**

This Amendment modifies the Interlocal Loan and Grant Agreement, dated August 12, 2019, and designated as county contract #201907032, made by and between **Whatcom County** (hereinafter referred to as **the County**), and **the City of Blaine** (hereinafter referred to as **the City**). In consideration of the mutual benefits to be derived, the parties agree to the following:

The language in Section V.C.(i) is replaced with the following:

The term of the Loan shall be sixteen years, commencing from the date that the County disburses the Loan proceeds to the City. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.

The language in Section V.C.(ii) is replaced with the following:

The City will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). The first annual payment will be interest only. Loan payments must be delivered to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Bellingham, WA 98225.

Attachment A, the loan amortization schedule, is to be replaced with an updated schedule, attached to this agreement as Attachment A.

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

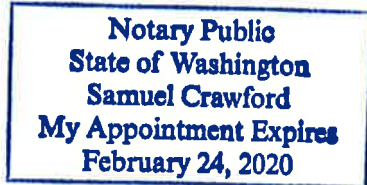
IN WITNESS WHEREOF, the County and the City have executed this Amendment as of the date and year last written below.


EXECUTED, this 23rd day of January, 2020, for the **CITY OF BLAINE**:


Michael Jones, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 23rd day of January, 2020, before me personally appeared **Michael Jones**, to me known to be the **City Manager** of the City of Blaine and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham, WA
My commission expires 2/24/20

EXECUTED, this _____ day of _____, 2020, for **WHATCOM COUNTY**:

Approved: Accepted for Whatcom County:

Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared **SATPAL SIDHU**, 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 _____

Approved as to form:

 1/28/2020
Prosecuting Attorney Date

Attachment A

(new amortization to be attached, 1st payment date is 2020)

WHATCOM COUNTY
EDI Loan City of Blaine

Principal	\$1,766,666
Interest Rate	1.00%
Term	16

#	Year	Beginning Balance	Payment	Interest	Principal	Ending Balance
1	2020	\$1,766,666	(\$17,667)	17,667	-	\$1,766,666
2	2021	\$1,766,666	(\$127,419)	17,667	(\$109,752)	\$1,656,914
3	2022	\$1,656,914	(\$127,419)	16,569	(\$110,850)	\$1,546,065
4	2023	\$1,546,065	(\$127,419)	15,461	(\$111,958)	\$1,434,107
5	2024	\$1,434,107	(\$127,419)	14,341	(\$113,078)	\$1,321,029
6	2025	\$1,321,029	(\$127,419)	13,210	(\$114,209)	\$1,206,821
7	2026	\$1,206,821	(\$127,419)	12,068	(\$115,351)	\$1,091,470
8	2027	\$1,091,470	(\$127,419)	10,915	(\$116,504)	\$974,967
9	2028	\$974,967	(\$127,419)	9,750	(\$117,669)	\$857,298
10	2029	\$857,298	(\$127,419)	8,573	(\$118,846)	\$738,452
11	2030	\$738,452	(\$127,419)	7,385	(\$120,034)	\$618,419
12	2031	\$618,419	(\$127,419)	6,184	(\$121,235)	\$497,184
13	2032	\$497,184	(\$127,419)	4,972	(\$122,447)	\$374,737
14	2033	\$374,737	(\$127,419)	3,747	(\$123,672)	\$251,066
15	2034	\$251,066	(\$127,419)	2,511	(\$124,908)	\$126,158
16	2035	\$126,158	(\$127,421)	1,262	(\$126,159)	\$0
				(1,164,435)	136,221	(\$1,766,666)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-047

File ID:	AB2020-047	Version:	1	Status:	Agenda Ready
File Created:	01/15/2020	Entered by:	CRaymond@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Proposed Resolution, Report

SPONSORED BY: consent

PROPOSED BY: Treasurer

INTRODUCTION DATE: _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE TREASURER'S
LIST OF PETITIONS FOR PROPERTY TAX REFUNDS**

WHEREAS, RCW 84.69.020 requires that the County Treasurer present a list of all petitions for property tax refunds made during the previous year to the County Council, and;

WHEREAS, a list of the Whatcom County Treasurer's Property Tax Refunds for 2019 is attached to this resolution, and;

WHEREAS, the Whatcom County Council has received and reviewed the Treasurer's list of property tax refunds consisting of the names of the persons receiving the refunds, the amounts of the refunds, and reasons for the refunds for the year 2019 in accordance with RCW 84.69.020.

NOW, THEREFORE BE IT RESOLVED, that the Whatcom County Council accepts the property tax refund list for 2019, hereto attached as "Exhibit A".

APPROVED this _____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

PETITION FOR REFUNDS PAID REPORT

January 1, 2019

THROUGH

December 31, 2019

18 PARADISE LLP	MCC	MISC CLERICAL CORRECTION	7/3/19	\$4,131.76
2 K PROPERTIES LLC	MTX	TAXABLE TO EXEMPT-NEC	5/20/19	\$20.01
AARON J CUMMINS	SN	SENIOR NEW ON	10/8/19	\$1,573.82
AARON SILVERBERG & JANETTE ROSEBROOK	SN	SENIOR NEW ON	7/25/19	\$1,261.83
AARON W GIFFIN	SN	SENIOR NEW ON	5/29/19	\$574.70
ADRIENNE K LEDERER	SN	SENIOR NEW ON	8/6/19	\$2,620.81
ALAN J KEARNEY	SN	SENIOR NEW ON	5/20/19	\$939.82
ALAN N & GRETCHEN KLOTZ	SN	SENIOR NEW ON	5/20/19	\$986.81
ALAN N & GRETCHEN KLOTZ	SN	SENIOR NEW ON	8/6/19	\$481.23
ALEKSEY V ZELENSKIY &	SN	SENIOR NEW ON	3/19/19	\$2,199.82
ALEXIS CHAPMAN	SN	SENIOR NEW ON	6/25/19	\$2,090.42
ALLEN L SIGNS	SA	SENIOR ADMIN CORRECTION	10/8/19	\$46.41
ALUMET CORP 61% &	BECE	BOE CORRECT EVAL	7/30/19	\$43,445.21
ALVIN GLEN	SN	SENIOR NEW ON	8/23/19	\$908.02
ANATOLIY I & NINA MUSATOV	SA	SENIOR ADMIN CORRECTION	1/3/19	\$582.93
ANATOLIY KOTSUYUBA	DPD	DESTROYED DEMOLISHED	2/7/19	\$392.84
ANDRE E AVONDSTONDT	SN	SENIOR NEW ON	6/25/19	\$189.27
ANDREW & JANICE COLLINS	SN	SENIOR NEW ON	1/11/19	\$1,273.90
ANDREW V & DONNA M AMBUEHL	SN	SENIOR NEW ON	7/25/19	\$4,762.06
ANGELA GAGE	SL	SENIOR LEVEL CHANGE	6/25/19	\$1,242.67
ANN BRIGHT	SN	SENIOR NEW ON	6/25/19	\$927.71
ANN M HETTERLY	SN	SENIOR NEW ON	2/6/19	\$3,800.16
ANNE L KNEESCH	SB	SENIOR BACK ON	9/19/19	\$1,289.61
ANSON M AVERELL TRUST/TR	SN	SENIOR NEW ON	8/6/19	\$585.79
ARDIS S MAXFIELD	SN	SENIOR NEW ON	8/6/19	\$4,768.05
ARTURO A CORDOVA	SN	SENIOR NEW ON	6/25/19	\$362.07
ASTHAN BABE KE	MTD	TAXABLE TO EXEMPT-DOR	6/25/19	\$9,271.48
AUDRA BISSET	SL	SENIOR LEVEL CHANGE	6/25/19	\$82.62
AUDREY ULM	SN	SENIOR NEW ON	8/2/19	\$1,339.00
BALJIT BARHA	SC	SENIOR LEVEL CHANGE	8/2/19	\$508.01
BARBARA A BEARD	SN	SENIOR NEW ON	8/13/19	\$149.38
BARBARA A CLARK	SN	SENIOR NEW ON	7/12/19	\$218.13
BARBARA C THOMAS	SN	SENIOR NEW ON	1/23/19	\$2,815.55
BARBARA J MILLER	SN	SENIOR NEW ON	5/20/19	\$2,911.34
BARKLEY CHIROPRACTIC PS	PLF	PP LATEFILE/REWORK	9/19/19	\$283.82
BETH D MARSAU	SN	SENIOR NEW ON	7/19/19	\$455.79
BETH TIMMER	SN	SENIOR NEW ON	8/13/19	\$285.78
BETSY D GREENWAY	SN	SENIOR NEW ON	8/29/19	\$466.22
BEVERLY PARKER	DPD	DESTROYED DEMOLISHED	2/7/19	\$124.30
BOBBE J ALF	ST	SENIOR TRANSFER	7/25/19	\$653.12
BONNIE J ABBASI	SN	SENIOR NEW ON	6/20/19	\$758.09
BONNIE J ROGERS	BEOR	BOE ORDERED CHANGE	8/6/19	\$131.57
BONNIE J WHITEMAN	SN	SENIOR NEW ON	8/2/19	\$1,037.43
BONNIE K BHATTI	SN	SENIOR NEW ON	6/25/19	\$1,827.88
BONNIE VAN ALSBURG	SN	SENIOR NEW ON	7/25/19	\$3,543.33
BRADLEY R & STEFANIE M GATES	SN	SENIOR NEW ON	8/2/19	\$420.10

BRENDA K THOMPSON	SN	SENIOR NEW ON	1/25/19	\$1,172.56
BRIAN D KRUICK	SN	SENIOR NEW ON	8/6/19	\$1,244.75
BRUCE C & HARUYO M GUMBERT	SN	SENIOR NEW ON	9/19/19	\$349.71
BRUCE KENNEDY	SN	SENIOR NEW ON	3/19/19	\$3,617.22
BRYAN K LANGLOIS &	SN	SENIOR NEW ON	1/25/19	\$8,499.33
BYFORD I & EILEEN F STEPAN JT	SN	SENIOR NEW ON	3/19/19	\$5,570.32
CAMERON K & SHARON A WATT	SN	SENIOR NEW ON	8/13/19	\$115.56
CAMILLE OTIS	SN	SENIOR NEW ON	8/23/19	\$4,572.33
CANDACE L CRUEA	SN	SENIOR NEW ON	7/19/19	\$567.65
CARL & NORMA J POST	SN	SENIOR NEW ON	1/3/19	\$9,158.93
CARL L & SHARMON HILL DECKER	SN	SENIOR NEW ON	2/6/19	\$8,335.43
CAROL J SANDVIG	BECE	BOE CORRECT EVAL	5/20/19	\$367.83
CAROL PERRY	SN	SENIOR NEW ON	7/19/19	\$6,055.91
CAROL W CHRISTOPHERSEN	SN	SENIOR NEW ON	8/6/19	\$234.22
CAROLE VINER	SL	SENIOR LEVEL CHANGE	7/3/19	\$49.43
CAROLYN R SCHULTZ	SN	SENIOR NEW ON	6/25/19	\$419.21
CARSEN MONAGHAN	COR	NO VALUE CHANGE CORRECT	5/24/19	\$120.78
CHARLES & JENNIFER A HARDIN	ST	SENIOR TRANSFER	7/25/19	\$19.17
CHARLES ARBALLO	SN	SENIOR NEW ON	1/11/19	\$936.48
HARLES T SMALLWOOD	SN	SENIOR NEW ON	12/20/19	\$7,205.54
CHARLES VILLIERS	SN	SENIOR NEW ON	9/12/19	\$1,870.28
CHERYL A GOETZ	SN	SENIOR NEW ON	9/12/19	\$1,011.83
CHERYL A HOLTROP	SN	SENIOR NEW ON	1/11/19	\$3,251.62
CHRIS A & JAN M LOVEGREN	SN	SENIOR NEW ON	3/19/19	\$975.17
CHRISTINA M RANQUIST	SN	SENIOR NEW ON	5/20/19	\$586.94
CHRISTINE A ROE	SN	SENIOR NEW ON	4/3/19	\$1,454.86
CHRISTINE V CAMP	SN	SENIOR NEW ON	1/11/19	\$1,829.16
CHRISTINE WOODWARD	SN	SENIOR NEW ON	6/20/19	\$194.64
CINDY K & WADE JOHNSON &	DPA	DESTROYED ABATED	1/4/19	\$292.55
CLAIRE DE ARMOND	SA	SENIOR ADMIN CORRECTION	5/24/19	\$248.19
CLARA L VARNER	SN	SENIOR NEW ON	7/19/19	\$79.45
CLAUDETTE J ROBINSON	ST	SENIOR TRANSFER	1/25/19	\$593.48
CLAUDIA GLENOVICH	SN	SENIOR NEW ON	8/6/19	\$956.10
CLAUDIA J HARRIS	SN	SENIOR NEW ON	7/30/19	\$236.65
CLIFFORD E ALLEN	SN	SENIOR NEW ON	7/3/19	\$58.15
CLIFFORD E ALLEN	SN	SENIOR NEW ON	9/19/19	\$277.06
CLINTON G HAWLEY	SN	SENIOR NEW ON	6/20/19	\$1,368.11
CONGREGATION BETH ISRAEL	MTD	TAXABLE TO EXEMPT-DOR	3/19/19	\$7,470.54
CONNIE L FABER	ST	SENIOR TRANSFER	3/19/19	\$1,651.70
CONNIE PLANK	SN	SENIOR NEW ON	7/30/19	\$5,106.16
CRAIG E BOOTH	BEOR	BOE ORDERED CHANGE	1/4/19	\$266.52
CRAIG E SUTTER	SN	SENIOR NEW ON	9/13/19	\$5,906.15
CRYSTAL DAVIS	SN	SENIOR NEW ON	9/12/19	\$747.62
CURRY & BARBARA MILES	SN	SENIOR NEW ON	8/6/19	\$85.67
CYNTHIA S KELLEY	SN	SENIOR NEW ON	7/12/19	\$86.95
DALE C & DORINDA L DIBBLE	SN	SENIOR NEW ON	9/19/19	\$2,649.66

DALE L HOAG	MTX	TAXABLE TO EXEMPT-NEC	3/19/19	\$336.83
DALE VANMERSBERGEN	SL	SENIOR LEVEL CHANGE	3/19/19	\$74.02
DAMAN WANDKE	SN	SENIOR NEW ON	8/23/19	\$2,603.10
DANIEL & JANET HOMEL	SN	SENIOR NEW ON	4/3/19	\$3,192.25
DANIEL L WORDEN	SN	SENIOR NEW ON	8/2/19	\$965.24
DANIEL T PETERS	SN	SENIOR NEW ON	4/3/19	\$1,125.29
DANIEL Z CZARNECKI	SN	SENIOR NEW ON	9/19/19	\$194.33
DARLENE C GREEN	SN	SENIOR NEW ON	8/6/19	\$142.23
DARLENE M WYNGAERT	SN	SENIOR NEW ON	9/19/19	\$1,461.56
DARLENE RADKE	SL	SENIOR LEVEL CHANGE	7/3/19	\$516.27
DARRELL L & LINDA D LUKES	SN	SENIOR NEW ON	3/22/19	\$5,630.57
DATA MANAGEMENT SERVICES NW LLC	POB	BUSINESS DISSOLVED	4/23/19	\$35.05
DAVID & KATTI ESP	BEOR	BOE ORDERED CHANGE	1/4/19	\$2,036.06
DAVID DEIGHTON	DPA	DESTROYED ABATED	5/20/19	\$418.64
DAVID H & CHERYL A REITZ	SN	SENIOR NEW ON	6/20/19	\$382.98
DAVID H & CHERYL A REITZ	SN	SENIOR NEW ON	9/19/19	\$767.83
DAVID J HUGHES	SN	SENIOR NEW ON	7/19/19	\$424.02
DAVID LIND	SL	SENIOR LEVEL CHANGE	7/3/19	\$115.10
DAVID O & TERRIE L MAY	DPA	DESTROYED ABATED	5/20/19	\$765.29
DAVID R PARKS	SL	SENIOR LEVEL CHANGE	2/6/19	\$1,204.62
DAVID TOTZAUER	SN	SENIOR NEW ON	9/13/19	\$1,439.70
DAVID W & LYNNE D CHAPMAN	SN	SENIOR NEW ON	1/11/19	\$595.45
DAVIDA AHLGREN	DPA	DESTROYED ABATED	1/25/19	\$1,557.40
DEBORAH K BURTON	SL	SENIOR LEVEL CHANGE	1/3/19	\$1,464.33
DEBORAH MORRISON	BECE	BOE CORRECT EVAL	5/24/19	\$28.02
DEBRA E MITCHELL	SN	SENIOR NEW ON	8/13/19	\$5,321.49
DEBRA RANDALL	SN	SENIOR NEW ON	5/20/19	\$1,535.26
DEBRA RASMUSSEN	SN	SENIOR NEW ON	7/30/19	\$223.73
DELL R PAGE	SN	SENIOR NEW ON	5/20/19	\$2,230.83
DELORES K PITALO	SN	SENIOR NEW ON	1/11/19	\$608.83
DELORES M CLIETT	SN	SENIOR NEW ON	6/20/19	\$189.83
DELRENE M GARDINER	SN	SENIOR NEW ON	9/19/19	\$2,382.05
DEMING LOGGING SHOW INC	DPD	DESTROYED DEMOLISHED	1/25/19	\$1,606.73
DENIS L KLEIN	SL	SENIOR LEVEL CHANGE	6/25/19	\$27.58
DENISE J MILLER	SN	SENIOR NEW ON	3/22/19	\$1,738.80
DENNIS D & BARBARA A ANDERSON JTWROS	DPD	DESTROYED DEMOLISHED	2/7/19	\$19.84
DENNIS DAY	SN	SENIOR NEW ON	8/2/19	\$625.26
DENNIS R MINKLER	SN	SENIOR NEW ON	7/3/19	\$573.37
DENNIS R WILKS	SN	SENIOR NEW ON	1/3/19	\$2,010.50
DIANE E CRITTENDEN TRUST/TR	MSQ	MEASUREMENT CORRECTION	6/25/19	\$1,912.51
DIANE E MOORE TRUST/TR	SN	SENIOR NEW ON	5/20/19	\$7,580.85
DIANE L HANSEN	SN	SENIOR NEW ON	5/29/19	\$9,427.80
DIANE MATNEY	SN	SENIOR NEW ON	4/23/19	\$4,604.26
DIANE R MAJORS	SN	SENIOR NEW ON	8/23/19	\$1,794.98
DIANE RYDBERG	SA	SENIOR ADMIN CORRECTION	2/11/19	\$42.92
DOLORES HUBBARD	SL	SENIOR LEVEL CHANGE	6/25/19	\$86.09

DONALD E & CARYN L JOHNSON	SN	SENIOR NEW ON	9/19/19	\$562.27
DONALD J & JANET D DYE JT	SN	SENIOR NEW ON	9/19/19	\$294.02
DORIE V GUIDON	SN	SENIOR NEW ON	8/23/19	\$9,404.13
DOROTHY P MARTIN	SN	SENIOR NEW ON	1/3/19	\$1,806.25
DOUG & KARLA SWANSON & NEIL MCGOURTY	BEOR	BOE ORDERED CHANGE	6/20/19	\$565.73
DOUGLAS BANNER-LYN SPANGLER JT	SN	SENIOR NEW ON	3/19/19	\$1,511.52
DOUGLAS G & KAREN A WOODBURY	ST	SENIOR TRANSFER	2/6/19	\$153.77
DOUGLAS MORTENSEN	SN	SENIOR NEW ON	1/25/19	\$4,175.11
EDWARD G THOMPSON	SA	SENIOR ADMIN CORRECTION	5/24/19	\$197.38
EDWIN S LANE & MARY LANE	SN	SENIOR NEW ON	7/25/19	\$275.42
EILEEN L JAEGER	SN	SENIOR NEW ON	8/6/19	\$1,039.83
ELAINE K ARKELL	SN	SENIOR NEW ON	8/29/19	\$5,269.95
ELAINE LINDBORG	SN	SENIOR NEW ON	5/20/19	\$523.22
ELISABETH C WASHBURN	SN	SENIOR NEW ON	6/20/19	\$225.22
ELSIE J ROOSMA	SL	SENIOR LEVEL CHANGE	6/25/19	\$66.89
ERIC H JOHNSON	SA	SENIOR ADMIN CORRECTION	2/11/19	\$697.99
ERIC R & KELLY S SLAGLE	MSQ	MEASUREMENT CORRECTION	4/3/19	\$1,139.09
ERIC SINGLETON	SN	SENIOR NEW ON	8/29/19	\$1,097.08
ERIC T FILION	SB	SENIOR BACK ON	1/11/19	\$1,885.85
EVA INVESTMENTS INC	MTX	TAXABLE TO EXEMPT-NEC	4/23/19	\$128.94
EVELYN M KIMBROUGH	SN	SENIOR NEW ON	4/23/19	\$6,419.99
EWHA INCORPORATED	MCC	MISC CLERICAL CORRECTION	5/20/19	\$6,721.76
EYDIE & NELS P CARLSON	SN	SENIOR NEW ON	9/19/19	\$209.46
FAY & JEFF STOCKTON	SN	SENIOR NEW ON	9/13/19	\$3,321.89
FILIPPINI LLC	MTX	TAXABLE TO EXEMPT-NEC	4/3/19	\$293.31
FRANCES ANKER	SN	SENIOR NEW ON	7/30/19	\$424.36
FRANCES HANSON	DPA	DESTROYED ABATED	7/3/19	\$63.85
FRANCISCO SANDOVAL	SN	SENIOR NEW ON	8/23/19	\$97.08
FRANK & LORELEI CHAMBERS	BEOR	BOE ORDERED CHANGE	1/3/19	\$2,453.09
FRANK A CORDERO	SN	SENIOR NEW ON	9/19/19	\$544.86
FRANK E CULP	SC	SENIOR CHANGE	7/30/19	\$360.93
FRANK E CULP	SN	SENIOR NEW ON	10/8/19	\$452.88
FRANKLIN D SOFFONIASON	SN	SENIOR NEW ON	1/25/19	\$3,392.55
FRED J SCHINDERLE	SN	SENIOR NEW ON	4/3/19	\$3,984.11
FRED L BRIGHTON	SL	SENIOR LEVEL CHANGE	6/25/19	\$212.00
GAIL D MARTIN	SC	SENIOR CHANGE	8/2/19	\$1,103.67
GARY & JOCELYNE HARSCH	SL	SENIOR LEVEL CHANGE	7/12/19	\$67.37
GARY ABERSCROMBIE	SN	SENIOR NEW ON	7/12/19	\$577.47
GARY FOX	SN	SENIOR NEW ON	6/20/19	\$487.36
GARY G NORTON	SN	SENIOR NEW ON	8/13/19	\$724.83
GARY J THERIAULT	SN	SENIOR NEW ON	7/12/19	\$1,842.23
GARY SOUTHSTONE	SN	SENIOR NEW ON	3/22/19	\$3,576.01
GAYLE F BABCOCK	ST	SENIOR TRANSFER	9/19/19	\$398.13
GEOFFREY B & DEBORAH L MIDDAGH	MSQ	MEASUREMENT CORRECTION	4/3/19	\$579.85
GEORGE L OWEN	SL	SENIOR LEVEL CHANGE	7/3/19	\$595.12
GEORGIA C KAUFMAN	SN	SENIOR NEW ON	8/6/19	\$702.65

GERALD BURNS	SN	SENIOR NEW ON	1/11/19	\$706.71
GERALD ZIMMERMAN	SN	SENIOR NEW ON	7/30/19	\$337.85
GERALDINE M HART	SN	SENIOR NEW ON	1/25/19	\$7,160.84
GERHARD KRAHN	SN	SENIOR NEW ON	5/29/19	\$3,534.34
GILBERT AND VALERIE MINJAREZ	SN	SENIOR NEW ON	9/19/19	\$450.48
GLEN A PEARSON	SN	SENIOR NEW ON	5/20/19	\$847.23
GLORIA D IRWIN	SN	SENIOR NEW ON	8/13/19	\$191.37
GOLD DOME LLC	BEOR	BOE ORDERED CHANGE	8/6/19	\$611.61
GORDON C & MICHELE M CAMERON	SN	SENIOR NEW ON	4/3/19	\$1,530.87
GREGORY C MCALLISTER	SN	SENIOR NEW ON	5/29/19	\$530.99
GUY C SMITH	SN	SENIOR NEW ON	8/2/19	\$270.43
HARBORVIEW DEVELOPMENT	BEOR	BOE ORDERED CHANGE	6/20/19	\$5,082.27
HAROLD & CHRISTINA SWANSON	SL	SENIOR LEVEL CHANGE	7/25/19	\$123.49
HAROLD & GERI GILLEY LIVING TRUST/TR	SB	SENIOR BACK ON	2/6/19	\$2,509.01
HAROLD & GERI GILLEY LIVING TRUST/TR	SL	SENIOR LEVEL CHANGE	7/12/19	\$464.36
HAROLD & KAREN VAN ALSBURG	SN	SENIOR NEW ON	3/19/19	\$5,918.63
HARRY J & SUSAN J MOREAU	SN	SENIOR NEW ON	1/11/19	\$1,482.14
HEATHER L RICHENDRFR	BEOR	BOE ORDERED CHANGE	1/3/19	\$413.75
HERMAN VAN HOFWEGEN	SN	SENIOR NEW ON	4/3/19	\$1,221.61
HOWARD & YALAN GONG	SN	SENIOR NEW ON	1/25/19	\$5,634.93
IRENE S PRINCE	SN	SENIOR NEW ON	1/25/19	\$2,615.21
JACK R & SUZANNE E JOHNSON	SC	SENIOR CHANGE	6/25/19	\$462.62
JACK V & GERTRUDE L LAMOUREAUX	SN	SENIOR NEW ON	1/11/19	\$1,600.92
JACKI LAING	SN	SENIOR NEW ON	8/6/19	\$234.57
JAMES E GORDON	SN	SENIOR NEW ON	6/20/19	\$1,085.29
JAMES F & ELIZABETH A HUTHERT	SL	SENIOR LEVEL CHANGE	6/25/19	\$241.56
JAMES G LARRISON &	SN	SENIOR NEW ON	3/19/19	\$5,324.06
JAMES L ASPLUND	SN	SENIOR NEW ON	4/23/19	\$1,864.04
JAMES M & JANET L VISBEEK	SN	SENIOR NEW ON	9/13/19	\$5,551.37
JAMES M & MARY C DIXON	SN	SENIOR NEW ON	7/19/19	\$747.76
JAMES N EINCK	SC	SENIOR CHANGE	8/2/19	\$108.66
JAMES P DAILEY	SN	SENIOR NEW ON	4/3/19	\$3,835.44
JAMES R FRALICK	SN	SENIOR NEW ON	9/13/19	\$3,872.52
JAMES S & MARJI W MARKARIAN	SN	SENIOR NEW ON	10/8/19	\$5,739.60
JAMES S KENNEDY	SN	SENIOR NEW ON	9/19/19	\$255.42
JAMES S KNOX	SN	SENIOR NEW ON	8/16/19	\$3,060.14
JAMES STREET ESTATES	SN	SENIOR NEW ON	1/3/19	\$222.81
JAMES STREET ESTATES	SA	SENIOR ADMIN CORRECTION	3/19/19	\$413.34
JAN ADAMS	SN	SENIOR NEW ON	6/25/19	\$1,239.30
JANA M FELDBERG	SN	SENIOR NEW ON	6/20/19	\$1,317.49
JANET KELSTRUP	SN	SENIOR NEW ON	8/13/19	\$976.20
JANET NOLAN	SN	SENIOR NEW ON	5/29/19	\$491.43
JANIS A BALLARD	SN	SENIOR NEW ON	1/3/19	\$959.29
JASON LIND	BEOR	BOE ORDERED CHANGE	4/3/19	\$1,041.05
JAY HACKLEMAN	SN	SENIOR NEW ON	7/25/19	\$3,239.48
JEAN A WEINARD	SN	SENIOR NEW ON	1/25/19	\$1,130.17

JEANNE A GILLERN	SN	SENIOR NEW ON	1/25/19	\$900.65
JEFF & BETH MCKENZIE	SN	SENIOR NEW ON	9/13/19	\$906.99
JEFF FULLER	SN	SENIOR NEW ON	7/19/19	\$725.16
JEFFERY S DENADEL	SN	SENIOR NEW ON	5/20/19	\$2,151.71
JENIFER E GREEN	SA	SENIOR ADMIN CORRECTION	2/11/19	\$191.52
JENNIFER L LIPPE	SN	SENIOR NEW ON	1/11/19	\$1,546.02
JENNIFER M MCDONALD	SN	SENIOR NEW ON	6/20/19	\$619.37
JENNIFER SIMPSON	SN	SENIOR NEW ON	8/16/19	\$168.10
JENVOR INC	BEOR	BOE ORDERED CHANGE	1/25/19	\$367.70
JERRY M BONSEN	SN	SENIOR NEW ON	1/11/19	\$1,951.26
JERRY S & MARY F BRICK	SN	SENIOR NEW ON	8/2/19	\$4,922.14
JIM C & SUSAN G FUMAGALLI	SN	SENIOR NEW ON	8/23/19	\$3,005.03
JIM H & BONNIE R BLAIR	SN	SENIOR NEW ON	4/3/19	\$2,631.84
JMH-PNW LLC	MCC	MISC CLERICAL CORRECTION	2/6/19	\$3,272.65
JOAN L & RANDALL E BENNETT	MSQ	MEASUREMENT CORRECTION	2/7/19	\$489.03
JOAN L KEIPER	SN	SENIOR NEW ON	7/19/19	\$4,763.91
JOAN PRICE	SN	SENIOR NEW ON	6/25/19	\$764.53
JOANN F GALBRAITH	SN	SENIOR NEW ON	4/3/19	\$1,843.58
JOANNA WAGENAAR	SN	SENIOR NEW ON	8/16/19	\$3,978.01
JOANNE T FRANTSKA	SN	SENIOR NEW ON	5/20/19	\$681.06
JOE E & HEIDI CARPENTER	MSQ	MEASUREMENT CORRECTION	2/6/19	\$284.03
JOHN & KATHLEEN A KOLE	SN	SENIOR NEW ON	1/3/19	\$1,254.21
JOHN & LAURIE L RADWANSKI	SN	SENIOR NEW ON	1/11/19	\$5,396.97
JOHN D & LYNNE D GRAHAM	SN	SENIOR NEW ON	5/20/19	\$988.55
JOHN F MCLAUGHLIN	BEOR	BOE ORDERED CHANGE	1/4/19	\$316.24
JOHN FEKKES	SN	SENIOR NEW ON	8/2/19	\$1,012.91
JOHN J & SHIRLEY A MATHISEN	SL	SENIOR LEVEL CHANGE	7/12/19	\$208.13
JOHN M SCHMIDT	SN	SENIOR NEW ON	3/19/19	\$915.41
JOHN PAO & LIPING ZHENG JT	SN	SENIOR NEW ON	7/12/19	\$1,078.36
JOHN R & CAROLINE M DICKINSON	MTX	TAXABLE TO EXEMPT-NEC	8/13/19	\$2,507.16
JOHN R & CAROLYN S TEETER	SN	SENIOR NEW ON	4/23/19	\$1,163.68
JOHN R & KELLY C WEBER	SN	SENIOR NEW ON	8/13/19	\$274.36
JOHN R & LINDA BAIRD	SN	SENIOR NEW ON	5/20/19	\$6,127.25
JOHN R ENDICOTT	SB	SENIOR BACK ON	6/20/19	\$232.05
JOHN SUROWIECKI	DPA	DESTROYED ABATED	1/4/19	\$39.40
JOHN T & ROSALINDA M BARRETT	SN	SENIOR NEW ON	5/29/19	\$149.34
JOHN W & MARION E DOBBIE	SN	SENIOR NEW ON	10/8/19	\$1,226.79
JONATHAN W & CAROLYN R PENNELL	SN	SENIOR NEW ON	1/25/19	\$2,130.89
JONATHAN WINTER	SN	SENIOR NEW ON	5/20/19	\$9,073.49
JOSE MENDOZA-MORA & ROSARIO MENDOZA	SN	SENIOR NEW ON	8/6/19	\$3,989.72
JOSEPH C & HELEN M HILTON	SN	SENIOR NEW ON	2/6/19	\$10,655.76
JOSEPH M & CAROL L YOUNG	SN	SENIOR NEW ON	1/11/19	\$868.39
JOSHUA S & LINDSAY J HOPPER	SN	SENIOR NEW ON	1/3/19	\$1,947.08
JUDI A JONES	SN	SENIOR NEW ON	8/13/19	\$179.29
JUDITH GAUTHIER	ST	SENIOR TRANSFER	1/11/19	\$385.38
JUDITH J THAUT	SN	SENIOR NEW ON	3/22/19	\$771.52

JUDITH PRICE	SN	SENIOR NEW ON	8/6/19	\$94.06
JUDITH PRICE	SN	SENIOR NEW ON	9/19/19	\$86.43
JUDY E BLIGH	SN	SENIOR NEW ON	7/30/19	\$639.33
JUDY Y BUTLER	SL	SENIOR LEVEL CHANGE	6/25/19	\$179.81
JULEE KENDALL	SA	SENIOR ADMIN CORRECTION	1/25/19	\$319.14
JULIE A MCMANUS	SN	SENIOR NEW ON	5/24/19	\$507.88
JULIE CRUZ	SN	SENIOR NEW ON	9/19/19	\$621.36
JUSTIN C BERRY	DPA	DESTROYED ABATED	1/25/19	\$1,504.13
KAREL & LINDA STEFAN	ST	SENIOR TRANSFER	8/16/19	\$68.38
KAREN A MYERS	SN	SENIOR NEW ON	8/16/19	\$310.12
KAREN A WILSON	SN	SENIOR NEW ON	6/25/19	\$171.18
KAREN MAGANCK	SN	SENIOR NEW ON	8/16/19	\$1,125.76
KAREN R BURNS	SC	SENIOR CHANGE	8/2/19	\$564.36
KAREN RUGGLES	SN	SENIOR NEW ON	7/25/19	\$142.85
KAREN STEEN	ST	SENIOR TRANSFER	4/3/19	\$111.04
KARIN A PATTERSON	SN	SENIOR NEW ON	9/19/19	\$146.38
KARIN K MUELLER	SN	SENIOR NEW ON	1/3/19	\$4,331.29
KARIN L CLUMPNER	SN	SENIOR NEW ON	1/11/19	\$735.84
KARYN B SMITH	ST	SENIOR TRANSFER	8/13/19	\$86.44
KATHLEEN M KUBA	ST	SENIOR TRANSFER	2/6/19	\$258.36
KATHLEEN NEECE	SN	SENIOR NEW ON	8/16/19	\$2,677.59
KATHLEEN V HANSEY	SN	SENIOR NEW ON	8/23/19	\$1,847.01
KATHRYN A THOMPSON	SN	SENIOR NEW ON	8/6/19	\$7,748.89
KEITH A OLSEN	SN	SENIOR NEW ON	7/3/19	\$1,514.20
KEITH B MORRIS	SN	SENIOR NEW ON	7/3/19	\$2,576.96
KELLIE EDWARDS	SN	SENIOR NEW ON	3/22/19	\$3,107.13
KELLY A & PATRICIA A SULLIVAN	SN	SENIOR NEW ON	8/23/19	\$3,297.53
KELLY L BELL	SN	SENIOR NEW ON	10/8/19	\$207.13
KEN E YANIK & SONJA B DUNCAN	COR	CORRECTION OSS	1/25/19	\$57.25
KENNETH E HAVEMAN	SN	SENIOR NEW ON	8/13/19	\$704.26
KERON T MARIE	SN	SENIOR NEW ON	8/29/19	\$7,032.42
KEVIN J WOLFE	BEOR	BOE ORDERED CHANGE	7/12/19	\$54.96
KEVIN M CLARKE	SN	SENIOR NEW ON	4/3/19	\$542.51
KEVIN W ADAMS	SN	SENIOR NEW ON	7/30/19	\$2,277.52
KIMBERLEY J STRAKA	SN	SENIOR NEW ON	5/24/19	\$483.67
KIMBERLY A ROE	COR	CORRECTION OSS	7/30/19	\$39.49
KIMBERLY C COOPER & JOYCE K SEGAL	SN	SENIOR NEW ON	3/19/19	\$1,812.75
KRISTIN M FORCK & COLE W BITZENBURG	DPD	DESTROYED DEMOLISHED	3/22/19	\$451.53
LAMAR H PETERSON & KIM I MARKWOOD	SN	SENIOR NEW ON	4/23/19	\$1,523.52
LARRY G JAMMES	SN	SENIOR NEW ON	7/12/19	\$667.49
LARRY REINHART	SN	SENIOR NEW ON	7/19/19	\$442.53
LAUREN ELLISON	SN	SENIOR NEW ON	3/19/19	\$236.07
LAUREN M DAVIES	SA	SENIOR ADMIN CORRECTION	2/11/19	\$7,108.45
LAUREN M DAVIES	SA	SENIOR ADMIN CORRECTION	2/11/19	\$312.92
LAURIE L RISKIN	SN	SENIOR NEW ON	4/3/19	\$1,942.57
LAVERNE STEPHENS	SL	SENIOR LEVEL CHANGE	6/25/19	\$931.15

LAVONNE FAWCETT	SN	SENIOR NEW ON	4/23/19	\$1,032.37
LAWRENCE & ELIZABETH VOLKART	SN	SENIOR NEW ON	5/20/19	\$2,143.35
LEACH TRUST JANICE M LEACH TRUSTEE	SN	SENIOR NEW ON	8/13/19	\$1,271.13
LEAH DEANGELIS	SA	SENIOR ADMIN CORRECTION	2/11/19	\$799.49
LEE M UTKE	SN	SENIOR NEW ON	9/12/19	\$4,661.07
LEGACY LOUNGE VAPE & GLASS	PLF	LATE FILE/REWORK	4/23/19	\$9.87
LENORE DEWITT	SN	SENIOR NEW ON	1/11/19	\$2,697.05
LEO BROWN	SN	SENIOR NEW ON	8/23/19	\$111.14
LEO G & GLADYS HARTER	SN	SENIOR NEW ON	8/2/19	\$2,910.39
LEONA VANDENBERG	SN	SENIOR NEW ON	4/3/19	\$3,263.38
LEONARD O DUMONT	SN	SENIOR NEW ON	8/2/19	\$377.30
LESLEE PROBASCO	BEOR	BOE ORDERED CHANGE	8/2/19	\$109.05
LIND BROS CONSTRUCTION LLC	BEOR	BOE ORDERED CHANGE	1/25/19	\$96.87
LINDA D STRAND	SN	SENIOR NEW ON	6/25/19	\$6,414.85
LINDERMAN QUALIFIED PERS RESIDENCE TR	SN	SENIOR NEW ON	3/22/19	\$4,544.94
LISA L DILORENZO	SN	SENIOR NEW ON	8/6/19	\$720.77
LISHENG YANG	SN	SENIOR NEW ON	7/12/19	\$129.00
LLOYD & CATHERINE BROERSMA LIVING TR	SL	SENIOR LEVEL CHANGE	6/25/19	\$416.89
LOIS N INGEBRIGTSON	SA	SENIOR ADMIN CORRECTION	2/11/19	\$195.24
LORA ANNE RAWLEY	SN	SENIOR NEW ON	7/19/19	\$739.84
LORI A JUMP	SN	SENIOR NEW ON	1/11/19	\$1,516.99
LORI A JUMP	SA	SENIOR ADMIN CORRECTION	6/25/19	\$170.98
LORNA J WHITE	SN	SENIOR NEW ON	5/20/19	\$826.08
LOTHAR E DREWS	DPA	DESTROYED ABATED	5/29/19	\$403.58
LOWELL G & NANCY RADDER &	MTX	TAXABLE TO EXEMPT-NEC	1/25/19	\$1,757.94
LUANN ROGERS	ST	SENIOR TRANSFER	9/13/19	\$274.26
LYDIA J HOFFMAN	SN	SENIOR NEW ON	8/6/19	\$2,002.38
LYDIA PLACE & DOMESTIC VIOLENCE &	MTD	TAXABLE TO EXEMPT-DOR	5/29/19	\$1,008.19
LYLE & ALTA R CALKINS	SC	SENIOR CHANGE	8/2/19	\$1,045.75
LYLE O & YVONNE A CHELDELIN	SN	SENIOR NEW ON	6/25/19	\$423.38
LYLE S JOHNSON	SN	SENIOR NEW ON	1/25/19	\$1,359.42
LYNDA CHENNAULT	SN	SENIOR NEW ON	7/19/19	\$116.28
LYNN COCKERHAM	SN	SENIOR NEW ON	8/13/19	\$3,356.34
LYNN M NEWCOMB	SN	SENIOR NEW ON	8/29/19	\$830.85
LYNN WEIRAUCH	SN	SENIOR NEW ON	8/13/19	\$2,911.45
LYNNE A HOLLISTER	SN	SENIOR NEW ON	6/25/19	\$449.07
LYNNE R & ROBIN P FINDLEY	SB	SENIOR BACK ON	6/25/19	\$810.54
MACKENZIE J CARTER	DPA	DESTROYED ABATED	2/7/19	\$102.39
MADELON A CLINKENBEARD	SN	SENIOR NEW ON	5/20/19	\$3,596.85
MALMINDER SINGH & GURDEV KAUR	ST	SENIOR TRANSFER	9/19/19	\$38.38
MAMIE M PACE	SN	SENIOR NEW ON	3/19/19	\$1,307.27
MANUEL T SALVADOR	SC	SENIOR CHANGE	8/2/19	\$228.92
MARCIA M MADSEN	SC	SENIOR CHANGE	7/12/19	\$898.00
MARCUCCI FAMILY TRUST	MCC	MISC CLERICAL CORRECTION	2/6/19	\$1,635.10
MARGARET A JORDAN	SC	SENIOR CHANGE	9/19/19	\$373.23
MARGARET R MYLES	SN	SENIOR NEW ON	3/22/19	\$5,459.36

MARGARITA CONNELL	SN	SENIOR NEW ON	8/2/19	\$820.93
MARGARITA MALONE	SN	SENIOR NEW ON	7/12/19	\$1,879.68
MARGO HAMMOND	MSQ	MEASUREMENT CORRECTION	8/13/19	\$82.61
MARGO M HAMMOND	MSQ	MEASUREMENT CORRECTION	2/6/19	\$627.14
MARGRIET R BADER-HOOPMANN	SN	SENIOR NEW ON	8/16/19	\$657.02
MARIA C OLMOS	SN	SENIOR NEW ON	5/29/19	\$429.78
MARIA K KOMPANIET	SN	SENIOR NEW ON	8/13/19	\$279.68
MARIAN P ZEMKO	SN	SENIOR NEW ON	5/29/19	\$634.05
MARIANNA B REED	SL	SENIOR LEVEL CHANGE	7/12/19	\$8.36
MARIBETH LARSEN	SN	SENIOR NEW ON	8/13/19	\$413.79
MARILYN F GRAN	SN	SENIOR NEW ON	1/11/19	\$228.99
MARILYN L BURNS	SN	SENIOR NEW ON	2/6/19	\$2,496.90
MARILYN P BOYSEN	SN	SENIOR NEW ON	8/6/19	\$321.04
MARILYN R WILLIAMS	SN	SENIOR NEW ON	6/20/19	\$5,186.59
MARIO & MARIA L SOTO	SN	SENIOR NEW ON	7/30/19	\$517.31
MARION L JONES	SN	SENIOR NEW ON	7/25/19	\$3,048.89
MARK & KATHLEEN IBLINGS	SN	SENIOR NEW ON	5/24/19	\$10,760.87
MARK & SUZANNE HOWEY	SN	SENIOR NEW ON	7/30/19	\$581.82
MARK HARFENIST	SN	SENIOR NEW ON	3/22/19	\$3,166.16
MARK R MD & JULIE P BARR	MSQ	MEASUREMENT CORRECTION	2/7/19	\$524.92
MARR'S BLACK PLUSH RANCH INC	PLF	LATE FILE/REWORK	1/4/19	\$306.30
MARVIN & TERESA HOLMSTROM	SN	SENIOR NEW ON	6/20/19	\$352.73
MARVIN L PEDERSON	SN	SENIOR NEW ON	7/12/19	\$1,622.15
MARY E GRANGER	SC	SENIOR CHANGE	8/13/19	\$285.23
MARY E STEELE	SN	SENIOR NEW ON	8/6/19	\$724.23
MARY L DOERING	SN	SENIOR NEW ON	8/6/19	\$423.33
MARY L WILTSHIRE	SN	SENIOR NEW ON	6/25/19	\$194.99
MARY LEECH	ST	SENIOR TRANSFER	1/11/19	\$921.42
MARY LOU GRIFFIN	SN	SENIOR NEW ON	5/29/19	\$5,620.02
MARY OLSON	SN	SENIOR NEW ON	6/25/19	\$1,809.50
MARYANN KERRIGAN	SN	SENIOR NEW ON	6/20/19	\$4,010.09
MARYANN KERRIGAN	SN	SENIOR NEW ON	8/2/19	\$4,477.76
MATTHEW D HOLCOMB	SN	SENIOR NEW ON	5/29/19	\$229.50
MATTHEW F & ELINOR J MCGARRY	SN	SENIOR NEW ON	1/25/19	\$5,183.30
MATTHEW W & ALICEN L BURKE	BEOR	BOE ORDERED CHANGE	6/25/19	\$102.22
MAUREEN M BUCKLEY	SN	SENIOR NEW ON	4/3/19	\$7,799.51
MCSHANE TRUST	ST	SENIOR TRANSFER	6/25/19	\$832.16
MELISSA COOLEY	BECE	BOE CORRECT EVAL	6/20/19	\$727.43
MELVIN & LYNETTE T LOVEDAY	SN	SENIOR NEW ON	6/25/19	\$182.10
MEVA D SKINNER-JANEWAY &	MSQ	MEASUREMENT CORRECTION	10/8/19	\$1,824.06
MICHAEL A LONGENEKER	SN	SENIOR NEW ON	8/2/19	\$2,908.15
MICHAEL B ZENDER	BEOR	BOE ORDERED CHANGE	1/23/19	\$1,772.21
MICHAEL D FISHER	SN	SENIOR NEW ON	9/12/19	\$229.94
MICHAEL E MIROWSKI	SN	SENIOR NEW ON	7/19/19	\$69.81
MICHAEL G ALLSOP	BEOR	BOE ORDERED CHANGE	1/25/19	\$122.55
MICHAEL GLENN	SN	SENIOR NEW ON	4/3/19	\$2,394.22

MICHAEL K BOYCE	SN	SENIOR NEW ON	3/22/19	\$7,796.80
MICHAEL R & MARGIE S DENADEL	SA	SENIOR ADMIN CORRECTION	5/29/19	\$319.08
MICHAEL S HOVANDER	SN	SENIOR NEW ON	9/19/19	\$319.29
MICHAEL T JACOBS	SN	SENIOR NEW ON	7/19/19	\$360.39
MICHAEL TURPIN & WAVERLY BROWN	SN	SENIOR NEW ON	7/12/19	\$196.96
MICHELLE HOLBROOK	SN	SENIOR NEW ON	8/13/19	\$112.99
MICHELLE J STREETER	BEOR	BOE ORDERED CHANGE	6/20/19	\$58.28
MILDRED C WILTON &	SN	SENIOR NEW ON	6/20/19	\$575.79
MILTON I COLE	SN	SENIOR NEW ON	1/3/19	\$7,417.06
MINA T ARAZM	SL	SENIOR LEVEL CHANGE	1/11/19	\$935.97
MIRANDA M KEEFE	SN	SENIOR NEW ON	6/20/19	\$1,037.91
MIRELA GIACONI	SN	SENIOR NEW ON	3/22/19	\$4,265.96
MITHUNA FAMILY TRUST	SN	SENIOR NEW ON	10/8/19	\$6,426.88
MYRTLE R VAN BEEK	SN	SENIOR NEW ON	4/3/19	\$2,478.52
N CAROL PHILLIPS	SN	SENIOR NEW ON	1/25/19	\$1,414.82
NANCY A NORDBY	SN	SENIOR NEW ON	8/13/19	\$2,956.09
NANCY MARIE JOHNSON-GOOD	ST	SENIOR TRANSFER	8/29/19	\$238.38
NANCY SWAN	SN	SENIOR NEW ON	4/3/19	\$3,604.17
NELLY VOSKUILEN REV LIVING TRUST	SN	SENIOR NEW ON	8/29/19	\$5,915.62
NELYA GURNIK	DPA	DESTROYED ABATED	5/29/19	\$25.41
NGO V HUYNH	SN	SENIOR NEW ON	3/19/19	\$1,769.86
NICHOLAS D & JULIE C GUSTAFSON	MTX	TAXABLE TO EXEMPT-NEC	8/29/19	\$148.41
NORMAN D SENOUR	SN	SENIOR NEW ON	8/29/19	\$165.50
PAMELA G HUNNICUTT	BECE	BOE CORRECT EVAL	5/24/19	\$342.61
PAMELA J DUNN	SN	SENIOR NEW ON	4/3/19	\$5,593.78
PAMELA M O'DONALD	SN	SENIOR NEW ON	7/30/19	\$832.47
PATRICIA HEMMINGER	SN	SENIOR NEW ON	8/2/19	\$216.74
PAUL L & BARBARA L BLOOMQUIST	SN	SENIOR NEW ON	1/3/19	\$1,369.85
PENNY J ORSBORN	DPA	DESTROYED ABATED	6/20/19	\$53.69
PERFUME HUT	POB	BUSINESS CLOSED	10/8/19	\$28.49
PERRY G FELLER	SN	SENIOR NEW ON	6/20/19	\$289.95
PETER & BROOKE SHERRY	MSQ	MEASUREMENT CORRECTION	4/23/19	\$912.31
PHIL & SHIRLEY VANDERPLOEG	SN	SENIOR NEW ON	5/20/19	\$2,510.93
PHILIP E & DARLENE ZIMMER	SL	SENIOR LEVEL CHANGE	6/25/19	\$775.05
PHILLIP & VICKIE ROGERS	MCC	MISC CLERICAL CORRECTION	2/7/19	\$1,175.25
PHILLIP J & DARLA BUSTOS	SN	SENIOR NEW ON	6/20/19	\$2,360.62
PHYLLIS WORTHEN	ST	SENIOR TRANSFER	1/11/19	\$639.07
PING ZHANG	SN	SENIOR NEW ON	9/19/19	\$277.75
PIPER FAMILY DENTISTRY	PDA	DOUBLE ASSESSMENT	1/11/19	\$566.00
POLLY R FAVINGER	SN	SENIOR NEW ON	6/25/19	\$1,209.84
PRAXAIR DISTRIBUTION INC	PCC	PERSONAL PROP CORRECT	9/19/19	\$2,365.91
QIAN ZHANG & LING HAN	BECE	BOE CORRECT EVAL	5/24/19	\$80.72
QUENTIN E FREEMAN	SC	SENIOR CHANGE	6/25/19	\$899.31
RAE A SHINE	SN	SENIOR NEW ON	4/3/19	\$783.61
RALPH J POULSON	SL	SENIOR LEVEL CHANGE	7/12/19	\$134.38
RALPH LAUTENBACH	SN	SENIOR NEW ON	8/23/19	\$1,822.96

RALPH MONETTE	SN	SENIOR NEW ON	4/23/19	\$1,255.69
RANDALL A & KATHLEEN L ORCUTT	SN	SENIOR NEW ON	8/6/19	\$1,036.48
RANDALL O & JULIE BUDD	SA	SENIOR ADMIN CORRECTION	10/8/19	\$699.66
RANDY & JANICE KORTHUIS	BEOR	BOE ORDERED CHANGE	1/25/19	\$666.54
RANDY & JANICE KORTHUIS	BEOR	BOE ORDERED CHANGE	10/8/19	\$543.89
RAY HOCKETT	DPA	DESTROYED ABATED	1/11/19	\$328.40
RAYMOND F & KATHLEEN M SELNES	SN	SENIOR NEW ON	7/25/19	\$898.58
REBECCA J UNGER	SN	SENIOR NEW ON	7/30/19	\$2,263.56
RENETTA VAN DIEST	MSQ	MEASUREMENT CORRECTION	2/7/19	\$635.48
RESORT SEMIAHMOO LLC	BEOR	BOE ORDERED CHANGE	1/4/19	\$44,758.10
RHODA P FLINT	SN	SENIOR NEW ON	3/19/19	\$597.59
RICHARD & EDNA SCRASE	ST	SENIOR TRANSFER	1/11/19	\$639.02
RICHARD & JOAN TASIN	SN	SENIOR NEW ON	1/11/19	\$2,063.93
RICHARD A & TAOUS M SAWYER	SN	SENIOR NEW ON	7/12/19	\$108.42
RICHARD DAHLGREN	SN	SENIOR NEW ON	4/23/19	\$2,852.39
RICHARD E-BARBARA E RICHARDSON	SN	SENIOR NEW ON	7/12/19	\$1,091.65
RICHARD L & KARLA A ZAMZOW	MSQ	MEASUREMENT CORRECTION	4/23/19	\$148.51
RICHARD M & KAREN H WALTER	SN	SENIOR NEW ON	1/11/19	\$1,946.23
RICHARD M & LORENA HILL	SN	SENIOR NEW ON	1/3/19	\$452.09
RICHARD R & KELLY RICE	MSQ	MEASUREMENT CORRECTION	1/4/19	\$2,367.31
RICHARD S WILLIAMS	SN	SENIOR NEW ON	7/19/19	\$5,690.64
RILEY D STARKS	SN	SENIOR NEW ON	1/3/19	\$2,262.61
ROBERT & LINDA R BERTRAM	SN	SENIOR NEW ON	8/2/19	\$5,701.42
ROBERT C JACKSON	SN	SENIOR NEW ON	7/25/19	\$3,029.94
ROBERT M STODDARD	SN	SENIOR NEW ON	8/6/19	\$2,404.47
ROBERT S FRAKER	DPD	DESTROYED DEMOLISHED	2/7/19	\$697.44
ROBERT T JR-ELIZABETH K DODGE	SN	SENIOR NEW ON	8/6/19	\$145.06
ROBERTO & MATILDE CARRILLO	SN	SENIOR NEW ON	1/25/19	\$825.96
ROBIN BAILEY	SN	SENIOR NEW ON	8/29/19	\$195.90
ROBIN L & ELEANORE J ROSS	SN	SENIOR NEW ON	7/30/19	\$816.84
ROBIN W & NANCY SWINBURNSON	SN	SENIOR NEW ON	4/3/19	\$929.76
ROBYN S MILLAR	SN	SENIOR NEW ON	5/20/19	\$1,472.45
RODNEY HEUTINK	DPA	DESTROYED ABATED	6/20/19	\$2,057.94
RONALD B & CAROLYN I WOODARD	MCC	MISC CLERICAL CORRECTION	2/6/19	\$1,657.67
RONALD K LARSEN	SN	SENIOR NEW ON	7/30/19	\$150.79
RONALD L & NANCY L HAUGNESS JT	ST	SENIOR TRANSFER	9/13/19	\$120.00
RONNIE A MEDINA	SN	SENIOR NEW ON	8/2/19	\$284.26
RONNIE J & STARR E CALDWELL	SN	SENIOR NEW ON	4/23/19	\$5,820.16
ROSE ANNE FEATHERSTON	SN	SENIOR NEW ON	1/11/19	\$1,527.21
ROSEMARIE R YOUNG	SN	SENIOR NEW ON	6/20/19	\$44.75
ROSS & ROBIN DOUGLAS	SN	SENIOR NEW ON	4/23/19	\$356.36
ROSS & ROBIN DOUGLAS	SN	SENIOR NEW ON	5/20/19	\$844.20
ROSWITHA W FISCHER REV LIVING TRUST	SN	SENIOR NEW ON	7/30/19	\$167.11
RUSSELL D WILSON JR	DPD	DESTROYED DEMOLISHED	5/29/19	\$29.89
RYAN L & MICHELLE G LEMUIEX	MSQ	MEASUREMENT CORRECTION	5/24/19	\$246.57
S DANIEL & MARY VAN DYKEN	SA	SENIOR ADMIN CORRECTION	3/19/19	\$584.11

SALLY L ANTHONY	SN	SENIOR NEW ON	1/25/19	\$636.09
SALLY L ANTHONY	SN	SENIOR NEW ON	8/29/19	\$5,614.18
SALLY S ROTH	SN	SENIOR NEW ON	4/3/19	\$472.77
SANDRA L THOMAS	SN	SENIOR NEW ON	9/19/19	\$1,480.40
SCOTT A SWANSON &	SN	SENIOR NEW ON	8/2/19	\$322.86
SCOTT G MAUERMANN	SL	SENIOR LEVEL CHANGE	7/12/19	\$65.20
SCOTT G MCCOLLUM	MCC	MISC CLERICAL CORRECTION	9/13/19	\$429.58
SCOTT W & TIINA REED	SN	SENIOR NEW ON	3/19/19	\$5,368.14
SELF LIVING TRUST	SN	SENIOR NEW ON	8/16/19	\$3,113.50
SERGEY & ANNA MOROZ	SN	SENIOR NEW ON	8/13/19	\$1,201.93
SEVERIN SCHURGER	SN	SENIOR NEW ON	8/23/19	\$51.09
SHANE D WALLS	SL	SENIOR LEVEL CHANGE	6/25/19	\$77.15
SHANNON & DAWN SESSIONS	MCC	MISC CLERICAL CORRECTION	2/6/19	\$67.60
SHANNON GIBSON	SN	SENIOR NEW ON	6/20/19	\$4,490.25
SHARON A KELLY	SN	SENIOR NEW ON	3/22/19	\$8,588.11
SHARON M GAHLBECK	SN	SENIOR NEW ON	8/23/19	\$4,029.41
SHARRON R CORCORAN	SN	SENIOR NEW ON	6/25/19	\$2,888.55
SHARRY A WADE	SL	SENIOR LEVEL CHANGE	8/23/19	\$377.89
SHELBY CAMMACK & SCOTT KIMBROUGH	DPA	DESTROYED ABATED	8/6/19	\$175.75
SHERI L SMITH	SN	SENIOR NEW ON	8/6/19	\$2,938.33
SHERMAN & DORIS M BAJEMA	SN	SENIOR NEW ON	7/30/19	\$691.61
SHERRY VOGT	SN	SENIOR NEW ON	1/11/19	\$1,004.94
SHERYL JACKSON	SN	SENIOR NEW ON	8/13/19	\$193.59
SHIRLEY J JONES	SN	SENIOR NEW ON	1/11/19	\$7,379.21
SHIRLEY K WINKLER	SN	SENIOR NEW ON	8/13/19	\$640.55
SHIRLEY M MATCALF	SN	SENIOR NEW ON	9/19/19	\$1,219.84
SID FELDSTEIN & SANDRA GRANT &	BEOR	BOE ORDERED CHANGE	8/6/19	\$216.35
SIMON A ANDERSON	SN	SENIOR NEW ON	8/2/19	\$5,642.65
SONDRA PERKINS	SN	SENIOR NEW ON	8/23/19	\$519.57
STEPHANIE S COSTELLO	SN	SENIOR NEW ON	8/23/19	\$301.07
STEVE & PENNY TAMAS	SN	SENIOR NEW ON	5/20/19	\$4,944.77
STEVEN & CAYLA COULTER	SN	SENIOR NEW ON	5/20/19	\$544.02
STEVEN & LAURE WARD	BEOR	BOE ORDERED CHANGE	1/4/19	\$232.86
STEVEN B & YEONG-MI BORGERSEN	SN	SENIOR NEW ON	9/12/19	\$1,902.07
STEVEN D & JOAN HOCKER	SN	SENIOR NEW ON	9/13/19	\$285.62
STEVEN F HANSON	SN	SENIOR NEW ON	8/23/19	\$3,036.60
STEVEN J & SUSAN C DITTLE	SN	SENIOR NEW ON	8/6/19	\$442.13
STEVEN W SWENSON	SN	SENIOR NEW ON	8/13/19	\$735.19
SUNNY PALMTAG	ST	SENIOR TRANSFER	6/20/19	\$596.69
SURINDER KAUR	SN	SENIOR NEW ON	8/2/19	\$1,002.08
SUSAN A THOMPSON	ST	SENIOR TRANSFER	8/23/19	\$12.33
SUSAN C RAPHAEL	SN	SENIOR NEW ON	4/3/19	\$1,979.56
SUSAN GREISEN	SN	SENIOR NEW ON	8/13/19	\$584.54
SUSAN L KIMBALL	ST	SENIOR TRANSFER	6/20/19	\$1,650.38
SUSAN L KINGMAN	SN	SENIOR NEW ON	9/19/19	\$5,496.97
SUSAN PAULEN	COR	CORRECTION OSS	7/30/19	\$19.08

SUSAN SCHNEIDER	SN	SENIOR NEW ON	9/12/19	\$216.22
SUZANNE PATTISON	SN	SENIOR NEW ON	7/12/19	\$696.46
TAISEI UEZONO	SN	SENIOR NEW ON	7/19/19	\$450.04
TAMARA J VANDERMEY	SN	SENIOR NEW ON	8/13/19	\$793.61
TAMMY K LOWDON	SN	SENIOR NEW ON	8/13/19	\$507.32
TED L & ARLENE M HARMON	SN	SENIOR NEW ON	8/16/19	\$2,337.60
TED L & ARLENE M HARMON	SA	SENIOR ADMIN CORRECTION	9/12/19	\$411.33
TED R GENDER	SN	SENIOR NEW ON	3/22/19	\$6,608.06
TEHSIANG & HSIAO-YUN CHIU	SC	SENIOR CHANGE	9/12/19	\$639.17
TERESA J BAUDOUR	SN	SENIOR NEW ON	1/3/19	\$3,215.96
TERRY M GOODMAN	DPA	DESTROYED ABATED	3/22/19	\$5.71
TERRY M KUCHENREUTHER	SN	SENIOR NEW ON	5/20/19	\$4,670.37
THELMA STASINOS	SN	SENIOR NEW ON	8/16/19	\$24.69
THEO & WANDA GEORGE TRUST/TR	SN	SENIOR NEW ON	6/25/19	\$982.73
THEODOR R & PATRICIA PROVENCHER	SN	SENIOR NEW ON	1/3/19	\$835.72
THERESA A WYSONG	SN	SENIOR NEW ON	5/24/19	\$46.69
THOMAS E EISSINGER &	SN	SENIOR NEW ON	5/20/19	\$1,975.33
THOMAS E EISSINGER &	SL	SENIOR LEVEL CHANGE	7/3/19	\$55.59
THOMAS H & CYNTHIA A WILLIAMS	SN	SENIOR NEW ON	8/6/19	\$371.05
THOMAS H BARTL &	SN	SENIOR NEW ON	8/29/19	\$1,021.08
THOMAS J & VALERIE S MAYER	SA	SENIOR ADMIN CORRECTION	3/19/19	\$218.17
THOMAS L SMALLWOOD	SN	SENIOR NEW ON	1/11/19	\$484.04
THOMAS M CHAMBERS	SL	SENIOR LEVEL CHANGE	5/24/19	\$661.48
THOR FAIRHAVEN INVESTMENTS LLC	MCC	MISC CLERICAL CORRECTION	2/6/19	\$3,270.38
TIMOTHY & SUSAN HOFER	SN	SENIOR NEW ON	2/6/19	\$5,380.85
TIMOTHY & GARY & PHYLLIS NEWMAN	DPA	DESTROYED ABATED	2/7/19	\$480.22
Timothy McKay	MSQ	MEASUREMENT CORRECTION	7/12/19	\$443.24
TIMOTHY W TEETERS	MTX	TAXABLE TO EXEMPT-NEC	4/3/19	\$17.10
TONY & PAM KOPONEN	SN	SENIOR NEW ON	8/6/19	\$946.43
TONY LEECH	MSQ	MEASUREMENT CORRECTION	7/3/19	\$20.40
TOVI A KRAUSS	SL	SENIOR LEVEL CHANGE	7/3/19	\$328.09
UDO F SELBACH	COR	CORRECTION OSS	5/29/19	\$38.30
VALETTA KAYDA	SN	SENIOR NEW ON	3/19/19	\$1,155.08
VANETA L SCHMIDT	BEOR	BOE ORDERED CHANGE	1/23/19	\$2,714.08
VIC GLEICHMANN	MCC	MISC CLERICAL CORRECTION	1/11/19	\$334.17
VICKI L DAY	SN	SENIOR NEW ON	8/13/19	\$832.82
VICTORIA CHENEY	SN	SENIOR NEW ON	4/23/19	\$1,591.57
VICTORIA M LOPEZ	SN	SENIOR NEW ON	9/19/19	\$183.69
VIVIAN C ADAMS	SN	SENIOR NEW ON	7/19/19	\$840.60
WALLI J RIGG	SA	SENIOR ADMIN CORRECTION	8/29/19	\$196.28
WALTER R EASON	SN	SENIOR NEW ON	9/19/19	\$443.59
WALTER W PRELLE &	SN	SENIOR NEW ON	8/16/19	\$1,463.91
WAYNE A WALLER	SN	SENIOR NEW ON	7/30/19	\$1,823.11
WENDY S MARTIN SPECIAL NEEDS TRUST	ST	SENIOR TRANSFER	7/25/19	\$41.29
WESTERN PACIFIC TIMBER LLC	MTX	TAXABLE TO EXEMPT-NEC	9/13/19	\$3,233.09
WHATCOM COUNTY FIRE DISTRICT 1	MTX	TAXABLE TO EXEMPT-NEC	7/30/19	\$436.20

WHATCOM CO SUPERIOR COURT CLERK	SN	SENIOR NEW ON	2/6/19	\$3,632.01
WHATCOM LAND TITLE COMPANY INC	BEOR	BOE ORDERED CHANGE	1/4/19	\$4,934.38
WHITEHORN LLC	BEOR	BOE ORDERED CHANGE	7/25/19	\$2,415.68
WILLIAM & JANICE VANZANTEN	SN	SENIOR NEW ON	8/29/19	\$241.76
WILLIAM A WEISSENBORN	SN	SENIOR NEW ON	5/20/19	\$143.86
WILLIAM E & LOIS I SHAGREN	SC	SENIOR CHANGE	8/29/19	\$127.07
WILLIAM E DODGE & BONNIE J RICE	MCC	MISC CLERICAL CORRECTION	2/6/19	\$1,636.89
WILLIAM K NOLAN & TARA J MCDONALD	MSQ	MEASUREMENT CORRECTION	4/3/19	\$1,681.80
WILLIAM P BRASSFIELD	SN	SENIOR NEW ON	3/22/19	\$2,027.34
WILLIAM POVSCHE	SN	SENIOR NEW ON	9/19/19	\$136.73
WILLIAM W & ESTHER J WERTMAN	SN	SENIOR NEW ON	9/13/19	\$1,781.63
YONG YENG LIN & MINE LIN	MCC	MISC CLERICAL CORRECTION	2/6/19	\$1,637.39
YU LING YANG & YU MING JI	SN	SENIOR NEW ON	9/12/19	\$9,171.39
YVONNE PULLAR	SN	SENIOR NEW ON	7/25/19	\$367.70
YVONNE U LEWIS	SN	SENIOR NEW ON	9/12/19	\$2,668.80
ZACHARY C GREER	SN	SENIOR NEW ON	4/3/19	\$10,380.74
ZACHARY E & MEGAN E MYHRE	SN	SENIOR NEW ON	9/19/19	\$3,543.78
ZEITEL FAMILY TRUST	SC	SENIOR CHANGE	7/30/19	\$910.44

\$1,091,647.53

GROUPED REFUND TYPES

TOTALS

MSQ/MMI/MDA/MCC/MCA/COR	\$41,921.90
BEOR/BECE	\$117,075.43
DESTROYED/ABATED PROPERTY	\$11,596.92
PERSONAL PROPERTY	\$3,595.44
MTD/MTR/MVY/MTX TAXABLE TO EXEMPT	\$24,871.26
SENIOR/DISABLED	\$892,586.58
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	\$1,091,647.53

BEOR = Board of Equalization Ordered Change (Hearing order)

BECE = Board of Equalization Corrective Evaluation (Assessor Stipulation)

Personal Property Latefile Rework/Double Assessment and Misc. Corrections/HOF Exemptions

DPA & DPD = Destroyed/Abated Property = Value removed from tax rolls. Property Claim Filed.

MSQ/COR = Measurement and Calculation Corrections, OSS Fee Corrections.

MTD = Taxable to Exempt per DOR Determination/Order

MTR = Taxable to Exempt per Transfer for Road Right-of-Way

MTX = Taxable to Exempt for other than MTD or MTR (gov't. purchase, etc.)

MVY=Change of Acreage-Survey

SA, SB, SC, SL, SN, ST = Senior/Disabled = Add or Change to existing senior/disabled exemptions.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-002

File ID:	AB2020-002	Version:	1	Status:	Agenda Ready
File Created:	12/12/2019	Entered by:	SLewis@co.whatcom.wa.us		
Department:	Superior Court	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract with Whatcom Dispute Resolution Center in the amount of \$96,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Whatcom Dispute Resolution Center has provided coordination of supervised visitation since 2016, including:

- 1.) Volunteer recruitment, screening, training, and maintenance of files.
- 2.) Client intake/orientation.
- 3.) Liaison as required with court.
- 4.) Scheduling of services with clients and volunteers.
- 5.) Program evaluation as appropriate.
- 6.) Program promotion, community relations and education.

Previous funding was \$65,000, however, due to higher than anticipated costs this contract budget has increased to \$96,000 per year.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: David Reynolds, Director

RE: Contract for Supervised Visitation Services with the Whatcom Dispute Resolution Center.

DATE: January 24, 2020

Enclosed are two (2) originals of contract amendments between Whatcom County and the Whatcom Dispute Resolution Center for your review and signature.

▪ **Background and Purpose**

The Whatcom Dispute Resolution Center has provided this service since 2016. The previous contract was for \$65,000 per year; however, fell short of meeting the costs of providing this service.

▪ **Funding Amount and Source**

Previous funding was \$65,000, however, due to higher than anticipated costs this contract will need to be increased to \$96,000. While budget authority exists, Superior Court will be submitting a budget adjustment to cover this increase.

▪ **Differences from Previous Contract**

Cost for performing this important function has increased from \$65,000 to \$96,000 per year. Whatcom Dispute Resolution Center will provide this service in the amount of \$96,000 per year.

Please contact Dave Reynolds at extension 5495, 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:	Superior Court Administration																				
Division/Program: (i.e. Dept. Division and Program)	Superior Court																				
Contract or Grant Administrator:	David Reynolds																				
Contractor's / Agency Name:	Whatcom Dispute Resolution Center																				
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p>																					
<p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>																					
<p>Is this a grant agreement?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p>																					
<p>Is this contract grant funded?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p>																					
<p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): 19-81 Cost Center: 3100</p>																					
<p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p>																					
<p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>																					
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 96,000</p> <p>This Amendment Amount:</p> <p>\$ 0</p> <p>Total Amended Amount:</p> <p>\$ 96,000</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. 																			
<p>Summary of Scope: Contractor agrees to provide coordination of supervised visitation, including: Volunteer recruitment, screening, training, and maintenance of files. Client intake/orientation. Liaison as required with court. Scheduling of services with clients and volunteers. Program evaluation as appropriate. Program promotion, community relations and education. Previous funding was \$65,000, however, due to higher than anticipated costs this contract budget has increased to \$96,000.</p>																					
Term of Contract: 1 Year		Expiration Date: December 31, 2020																			
<p>Contract Routing:</p> <table style="width:100%;"> <tr> <td>1. Prepared by: Stephanie Lewis</td> <td>Date: 12/12/2019</td> </tr> <tr> <td>2. Attorney signoff: KNF</td> <td>Date: 1/15/20</td> </tr> <tr> <td>3. AS Finance reviewed: bbennett</td> <td>Date: 01/15/20</td> </tr> <tr> <td>4. IT reviewed (if IT related):</td> <td>Date:</td> </tr> <tr> <td>5. Contractor signed:</td> <td>Date:</td> </tr> <tr> <td>6. Submitted to Exec.:</td> <td>Date:</td> </tr> <tr> <td>7. Council approved (if necessary):</td> <td>Date:</td> </tr> <tr> <td>8. Executive signed:</td> <td>Date:</td> </tr> <tr> <td>9. Original to Council:</td> <td>Date:</td> </tr> </table>				1. Prepared by: Stephanie Lewis	Date: 12/12/2019	2. Attorney signoff: KNF	Date: 1/15/20	3. AS Finance reviewed: bbennett	Date: 01/15/20	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:
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**CONTRACT FOR SERVICES AGREEMENT
BETWEEN WHATCOM COUNTY AND THE WHATCOM DISPUTE RESOLUTION CENTER**

The Whatcom Dispute Resolution Center, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9,
- Exhibit A (Scope of Work), pp. 10 to 10,
- Exhibit B (Compensation), pp. 11 to 11,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020 regardless of the date of signatures. This contract may however, by mutual agreement be automatically renewed on a year to year basis for an additional two years.

The general purpose or objective of this Agreement is to: provide Supervised Visitation 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 \$95,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 24 day of January, 20 20.

CONTRACTOR:

(The Whatcom Dispute Resolution Center) Add more lines if more than one party

[Signature]
(Moonwater, Executive Director)




STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 24 day of January, 2020, before me personally appeared Moonwater to me known to be the Executive Director (title) of Whatcom (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.
Whatcom Dispute Resolution Center

Hannah Zabel
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 4-28-23.

WHATCOM COUNTY:

Recommended for Approval:

 1/16/20
Department Director Date

Approved as to form:

 1/17/20
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

(Whatcom Dispute Resolution Center)

(Moonwater, Executive Director)

Address:
206 Prospect St.
Bellingham, WA 98225

Mailing Address:
206 Prospect St.
Bellingham, WA 98225

Contact Name: Moonwater

Contact Phone: 360-676-0122 x 110

Contact FAX: 360-676-0783

Contact Email: director@whatcomdrc.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

30.4 Licensing

The contractor agrees that he or she will remain licensed to practice law in the State of Washington and to abide by the Code of Professional Responsibility during the term of this contract.

31.1 Ownership of Items Produced and Public Records Act:

Ownership.

Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act.

This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials,

agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

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

34.1 Proof of Insurance: The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the state of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this contract, whichever are greater.

1. Commercial General Liability and Business Automobile Liability

- a. Property - \$500,000.00 per occurrence
- b. General liability and bodily injury - \$1,000,000.00 per occurrence
- c. Business Automobile Liability--\$1,000,000.00 minimum per occurrence, \$2,000,000.00 minimum annual aggregate for all owned, non-owned, and hired automobiles or vehicles

A Certificate of Insurance that identifies the County, its departments, elected and appointed officials, employees, agents and volunteers as additional insureds, 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. The endorsements reflecting this shall be provided to the County. The Contractor must submit the Certificates of Liability insurance, with endorsements, to the County prior to the commencement of any work on this project. The County must be notified immediately of any cancellation of the policy or change in insurer carrier. Contractor shall immediately provide a copy to the County of the Certificate of Liability Insurance and endorsements when there is a change in insurance carrier or when the policy is renewed so that the County maintains a current copy of the Contractor's policy with the required certificate and endorsements.

2. Professional Liability—1,000,000.00 per occurrence

Contractor shall obtain professional liability insurance covering the negligent acts, errors, or omissions of professional in connection with the performance of services to the County. If the professional liability insurance is a claims made policy, it will require a minimum of three years tail coverage, or, 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. The Contractor shall provide the County proof of such insurance.

The County not confirming adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirement under this contract.

34.2 Industrial Insurance Waiver:

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

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all

claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

David Reynolds, Director
Whatcom County Superior Court Administration
311 Grand Avenue, # 301,
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)

The Contractor will provide coordination of supervised child visitation and neutral third-party weekly supervised visitation or exchange of children services.

The coordination services will include the recruitment and hiring of a coordinator for existing or to-reestablished supervised visitation programs and neutral or third party exchange of children for families needing these services. The coordinator will perform the following duties, under the direction of the Contractor:

- Volunteer recruitment, screening, training and maintenance of volunteer files (it is anticipated a number of current volunteers will remain active)
- Client intake, orientation
- Liaison, as required, with Court
- Scheduling of services with clients and volunteers
- Program evaluation
- Program promotion, community relations, and education
- Provide quarterly reports of number of supervised visitations, number of unique families receiving services and number of visits that are the result of court orders.

EXHIBIT "B"**Compensation**

The Whatcom County will reimburse the Dispute Resolution Center actual supervised visitation program costs net of grants, foundation funding and private contributions, consistent with program budget below. Whatcom County will pay the Dispute Resolution Center an administrative fee of 10% of actual program cost. Total reimbursement and administrative fees shall not exceed \$95,000. Dispute Resolution Center will bill monthly. Bills will be supported by general ledger detailed reports that show revenues and expenditures for the program.

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2020 Supervised Visitation Program Budget

Income	
Whatcom County Superior Court Contract	\$96,000
Grant/Foundation Funding	\$10,000
Private Contributions	\$5,936
<i>Total income</i>	\$111,936

Ongoing Annual Expenses	
Wages, Benefits, Payroll Taxes	\$88,462
Occupancy (rent @ Faith Lutheran Church and program cell phones)	\$7,774
Supplies	\$1,000
Annual SV Membership (225) and database fee (99)	\$324
Mileage*	\$700
Professional fees (including translation, IT support)	\$500
Professional Development	\$3,000
<i>Subtotal Program Expenses</i>	\$101,760
Admin rate @ 10%	\$10,176
<i>Total program expenses & admin/overhead</i>	\$111,936

*mileage to be paid at current IRS rate accompanied by log showing miles driven, purpose and name of driver.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2019

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

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

PRODUCER Coastal Insurance Group, LLC 2415 James Street Bellingham WA 98225	CONTACT NAME: Andrew Olive PHONE (A/C, No, Ext): 360-671-9995 FAX (A/C, No): 360-671-9995 E-MAIL ADDRESS: aolive@coastalig.com
INSURED The Whatcom Dispute Resolution Center 206 Prospect St Bellingham WA 98225	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1879253	10/27/2019	10/27/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1879253	10/27/2019	10/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	PHPK1879253	10/27/2019	10/27/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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
A	Professional Liability			PHPK1879253	10/27/2019	10/27/2020	Limit: \$2,000,00 Each Professional Incident / 4,00
A	Fidelity/Crime Coverage			PHPK1879253	10/27/2019	10/27/2020	Limit: \$115,000

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

Certificate holder is listed as Additional Insured per requirement of contract.

CERTIFICATE HOLDER**CANCELLATION**

Whatcom County Superior Court 312 Grand Ave. Bellingham WA 98225	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 <i>Andrew Olive</i>
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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: AB2020-024

File ID:	AB2020-024	Version:	1	Status:	Agenda Ready
File Created:	01/07/2020	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:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Sierra Beatson and Robert Hutton III to reside at the house located at 677 North Lake Samish Road, Bellingham, in the amount of \$1,550.00 per month

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This is a new one-year lease agreement between Whatcom County and Sierra Beatson (tenant) and Robert Hutton III (cosigner) for the house located within Samish Park at 677 North Lake Samish Road, Bellingham. The rental rate is \$1,550.00 per month and the lease reverts to a month to month basis after the initial one year period.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Agreement, Staff Memo

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202001021

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	M&O / Parks
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Sierra Beatson and Robert Hutton III

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

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

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

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

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

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 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).	

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 1,550.00 / Month</p> <p>This Amendment Amount: \$ 0.00</p> <p>Total Amended Amount: \$ 1,550.00 / Month</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, 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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This is a new lease agreement between Whatcom County Parks and Recreation and Sierra Beatson and Robert Hutton III (cosigner) to reside at 677 North Lake Samish Road, Bellingham, WA, located within Samish Park. The term of this agreement is one year, commencing on December 18, 2019 and ending on November 30, 2020 at which point it reverts to a monthly lease agreement. Monthly rent is \$1,550.00.

Term of Contract:	One year, then converts to monthly	Expiration Date:	11/30/2020, then converts to Monthly
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Contract Routing:

1. Prepared by: Christ Thomsen	Date: 01/14/2020
2. Attorney signoff: _____	Date: 1/16/20
3. AS Finance reviewed: _____	Date: _____
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: 1-17-2020
6. Submitted to Exec.: _____	Date: 1-21-2020
7. Council approved (if necessary): _____	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

RESIDENTIAL LEASE AGREEMENT
Whatcom County

THIS AGREEMENT, dated as of **December 16, 2019**, is made and entered into between **WHATCOM COUNTY (PARKS AND RECREATION DEPARTMENT)**, a municipal corporation in the State of Washington, hereinafter referred to as "Landlord", and **Sierra Beatson and Robert Hutton III**, hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth, Landlord does hereby lease to Tenant those certain premises situated at **677 North Lake Samish Road, Bellingham, Washington 98226** located within **Samish Park**, hereinafter referred to as "Premises." The premises are described as **an unfurnished two-bedroom/one bathroom home on Lake Samish with small yard and storage structure**. See Addendum A for illustration of property and lease boundary.

This agreement is for a term of one (1) year commencing on **December 18, 2019** and ending on **November 30, 2020** upon the following terms and conditions. Upon expiration of one (1) year from commencement date, this lease agreement reverts to a monthly lease agreement. The County may require an additional one year lease for continued occupancy.

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

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

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

Number of vehicles, make, model and license plate(s): Ford, 350 Platinum, License # C312 3N6

RV/Boats and license plate: N/A

2. **RENT:** Rent is joint and several with all adult tenants. **Tenant shall pay monthly rent of \$1,550.00 (\$1373.63 and \$176.37 tax of 12.84%)**, in advance on or before the first day of each month to Landlord or to such other person(s) as Landlord from time to time designates in writing.

3. **UTILITIES:** paid by landlord (checked): electric, gas, X water, X sewer, X garbage, (other) Not Applicable. *Tenant must pay all other utilities; failure to promptly call in for service may result in a \$35 charge. See Addendum B for a list of utility providers if applicable.* Upon vacating the premises, Tenant is responsible for filling the propane tank. If this does not occur Landlord will deduct the cost to fill the tank from the Tenant's Damage, Cleaning and Security Deposit.

4. **SECURITY/Damage Deposit:** Tenant shall pay a security/damage deposit in the amount of **\$1,550.00**. Of this deposit, none shall be retained by Landlord as an automatic non-refundable cleaning fee. Upon termination of this tenancy, all or a portion of the remainder of this deposit may be retained by Landlord, and any refund to the Tenant is conditioned as follows:

- a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended, or as subsequently amended.
- b. Tenant shall have occupied the premises for a minimum of six months or longer.
- c. Tenant shall have returned to Landlord all keys provided during the tenancy. *A charge of \$10.00 will be assessed for each key not returned by Tenant.*

- d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Cleaning shall include thorough commercial cleaning of all carpets.
- e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings.
- f. Unpaid utilities which are billed to the County.
- g. Within twenty-one (21) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a written statement of the basis for retaining any or all of the deposit together with the payment of any refund due.

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

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

honor access is cause to assess tenant for any service cancellation costs, and \$100 per RCW 59.18.150(5).

9. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; *provided*, access is at reasonable times with proper notice (*no notice* required for emergency, end/term or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of tenant objection).
10. **PUBLIC SAFETY:** Dwelling is equipped with three battery-operated smoke/heat detectors, and three Carbon Monoxide (CO) alarms in working order. Maintenance of smoke detection devices and CO alarms, including the replacement of batteries when needed, shall be the responsibility of the tenant, who shall maintain the devices as specified by the manufacturer. Tenant is responsible to maintain the devices in working order and conduct a monthly check to determine that the devices are in working order. Tenant(s) failure to comply includes a \$200 fine per RCW 43.44.110(4). *If any device is later found inoperable, landlord may charge tenant \$50 compliance fee/each.* The tenant(s) must immediately notify the County if the tenant is unable to repair or determine if the smoke alarms or CO alarms are operable.
11. **OPERABLE FIRE EXTINGUISHERS ARE LOCATED IN THE FOLLOWING LOCATION(S):**
Kitchen. The tenant is required to check the fire extinguisher(s) monthly to determine if they are fully charged. The tenant(s) must immediately notify the County if there is not a full charge or there is a need for repair or replacement.
12. **CHANGE IN TERMS OR RENT:** effective anytime upon written approval of all affected parties, or upon 30 days written notice by landlord/agent effective at the end of the corresponding rental month. All other provisions shall remain intact.
13. **INSURANCE/REPAIRS:** Tenant is not insured under Landlord's insurance (*Landlord/agent is not responsible for damaged/missing tenant property*). Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (Landlord/agent not responsible for damaged/missing tenant property.) Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.
14. **ATTORNEY'S FEES:** In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of Tenant's obligations, then Tenant agrees to pay to Landlord reasonable attorney's fees as authorized by RCW Chapter 59.18. Attorney's fees as required and/or allowed by law will apply equally to both tenant and landlord.
15. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection

orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.

16. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a *continuing* basis, tenant agrees to:

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

- k. **Not store non-operating vehicles**, nor boats, RV's, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items **on premises** without landlord/agent approval; no waterbeds;
- l. **Maintain reasonable peace and quiet** with other tenants/neighbors and **pay** for any caused damages therein; no fireworks; No disturbing TV's, sound systems, musical instruments, or other disturbing activities; No fireworks of any kind.
17. **MOLD/LEAD PAINT: XX** Copy of State-approved mold information hand-out is provided per RCW 59.18.060(12). For pre-1978 housing, **XX** a federal-approved pamphlet on lead poison prevention is also provided. BEWARE: Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...especially children!
18. **YARD/OUTSIDE PREMISES:** Where applicable (y/n)**YES**, tenant agrees to mow, water, weed, and maintain grounds in good condition (subject to any landlord specifics); and to keep own driveways, walks, porches, and garages clean and clear of obstructions, and pay costs of any used utility. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such "attractive nuisances" without written approval of landlord/agent. Unauthorized parking, storage, or accumulation of waste may be assessed up to \$10.00 per day per violation.
19. **FURNISHINGS PROVIDED:** Included (if checked) are **XX** stove, **XX** refrigerator, ___ drapes, ___ shades, ___ curtains, **XX** blinds, **XX** smoke/CO alarms, and also the following: **Not Applicable**.
20. **CONDITION REPORT UP-DATE:** Tenant to complete and return any/all condition report up-dates by 30 days of move in.
21. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.
22. **EVICITION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.
23. **RECEIPT OF MONEY PAID:** 1. Tenant has paid **\$1550.00** in **CHECK** for security/damage deposit. 2. Tenant has paid **\$700.00** in **CHECK** for rent covering period **December 18, 2019** through **December 31, 2019**. In addition: **Not applicable**.
24. **TENANT'S DEFAULT AND LANDLORD'S RE-ENTRY:** The occurrence of any of the following constitutes a material default and breach of this agreement:
- Failure to pay rent.
 - Failure to observe and perform any other required provisions of this agreement.

- c. Committing waste, maintaining a nuisance, being declared a sex-offender or convicted of a crime; tenants and or guests which cause law enforcement contact as a result of a violation of the law which results in an arrest.
 - d. Landlord may terminate tenancy prior to the end of the agreement if Tenant receives three notices for "3-day pay or vacate" or three notices for "10-day comply-or-vacate" within a 12-month period.
25. **LANDLORD'S DUTY:** Landlord agrees to keep the shared and common premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises, unless otherwise agreed to in this agreement.
26. **OTHER CONDITIONS:** This agreement also is subject to these other conditions:
- a. *Not Applicable*
27. **NO WAIVER:** Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
28. **HOLD HARMLESS:** Tenants shall indemnify and hold Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence or wrongful acts of Tenants, Tenants' family, guests, licensee or invitees. Tenants expressly releases Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of Landlord. There is no warrant that there will be no criminal acts or that Tenants will be free from the violent tendencies of third parties.
29. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Agreement as Tenant is liable for the full amount of rent provided herein. The obligation of Tenants is joint and several.
30. **SEVERABILITY:** The construction validity and effect of this Agreement shall be governed by the laws of the State of Washington. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.
31. **KEYS:** Two (2) keys will be provided at time of possession. Keys may not be duplicated or provided to other persons, nor locks replaced, without the permission of the Landlord.
32. **REPORT TO CREDIT/TENANT AGENCIES:** Tenants are hereby notified that a nonpayment, late payment or breach of any of the terms of this residential lease agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
33. **ADDENDA TO AGREEMENT:** The following Exhibits are attached:
- A. Residential Lease Boundary Diagram
 - B. Utilities Contacts List
 - C. Condition of premises to be signed by tenant(s) and County
 - D. Mold and mildew
 - E. Lead pamphlet

Tenants acknowledge that they have read this agreement and will abide by its terms and will comply with all rules and regulations adopted by Landlord.

TENANTS


Sierra Beatson, Tennant

Robert Wallace Hutton III, Cosigner

Phone(s):

850-207-5968

Email:

Sierra Beatson

STATE OF WASHINGTON)

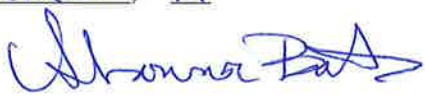
) ss.

COUNTY OF WHATCOM)

On this 16 day of December, 2019, before me personally appeared Sierra Beatson and Robert Wallace Hutton III to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of December, 2019.




NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham

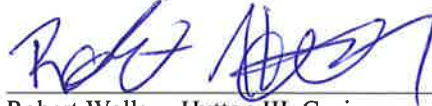
My Commission expires: 4/27/2022

Executed as of the date first written above.

Tenants acknowledge that they have read this agreement and will abide by its terms and will comply with all rules and regulations adopted by Landlord.

TENANTS

Sierra Beatson, Tennant



Robert Wallace Hutton III, Cosigner

Phone(s):

Email:

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 17 day of December, 2019, before me personally appeared Sierra Beatson and Robert Wallace Hutton III me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of December, 2019.



NOTARY PUBLIC in and for the State of Washington,
residing at Sedro Woolley, WA

My Commission expires:

June 03, 2021



Executed as of the date first written above.

WHATCOM COUNTY

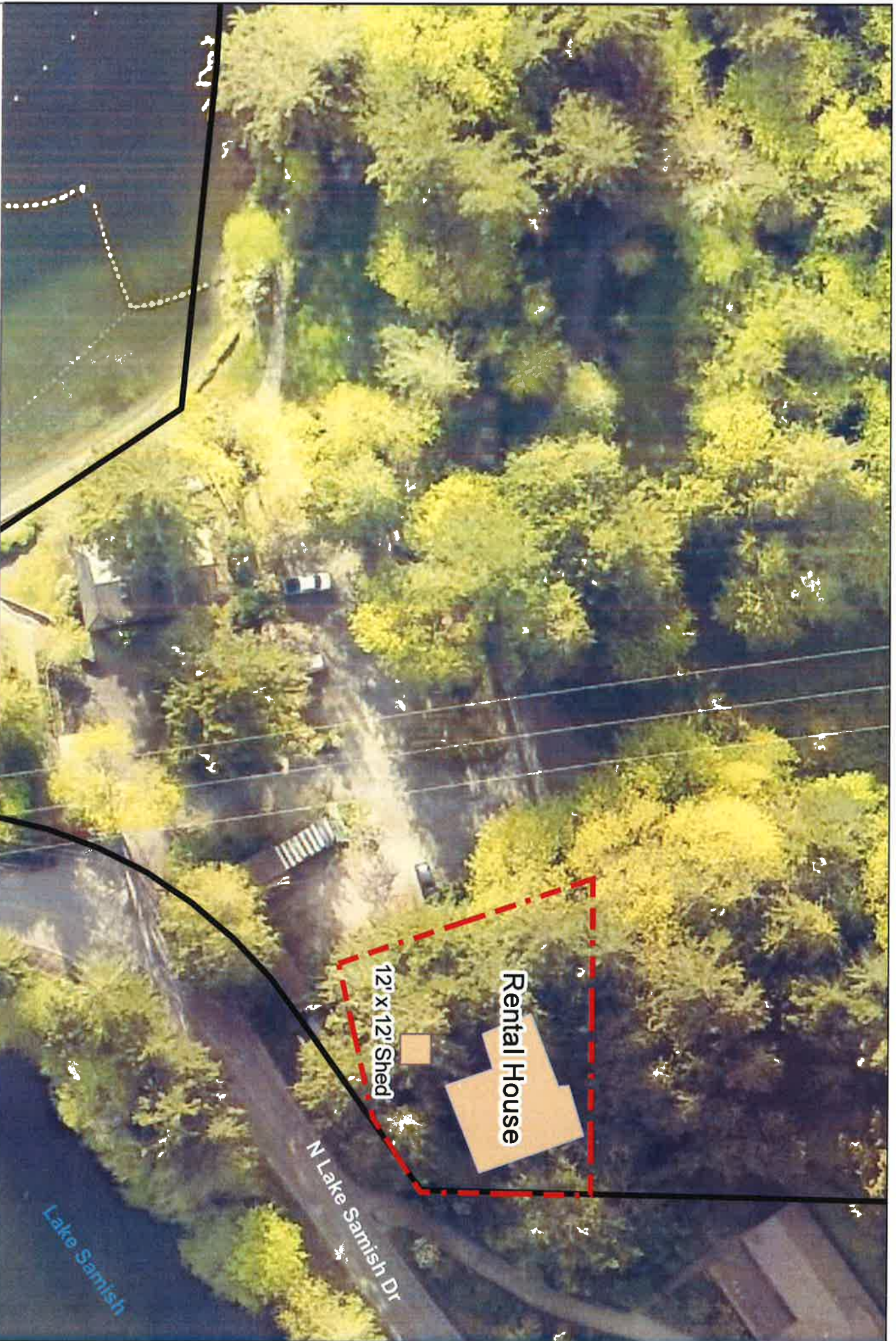
STATE OF WASHINGTON)) ss.
COUNTY OF WHATCOM)

Given under my hand and official seal this _____ day of _____, 20__.


WHATCOM COUNTY PARKS & RECREATION


APPROVED AS TO FORM:


Deputy Prosecuting Attorney

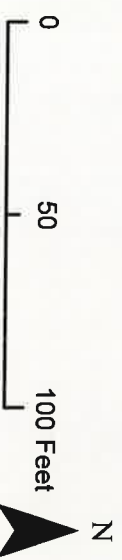


Samish Park Rental Area

 Samish Park Boundary

 Rental Area Boundary

 Buildings



Things to do for new renters

SAMISH RENTAL:

Puget Sound Energy for electricity
Phone 1-888-225-5773

Whatcom Farmers for propane
Phone 1-360-354-4595

LANDLORD TENANT CHECKLIST (Option A)

This checklist is for record only and does not obligate the landlord/manager to make specified repairs.

Property Address 677 N. LAKE SAMISH, BELLEVUE, WA, 98008
 Landlord/Manager BENJAMIN HOPT MAINTENANCE & CONSTRUCTION SUPERVISOR WHATCOM COUNTY PARKS & RECREATION Date _____

Living/Dining Room/Hallways

Item	Condition Moving In	Condition Moving Out
Paint/ Caulking	HORIZONTAL CRACKS (R) FIREPLACE	
Walls/Ceilings	GOOD	
Carpet/Floors	EVILOR RPOOF LEAK STAININGS	
Windows/Doors	1 BAD SEAL/ENTRYWAY	
Drapes/Blinds	FAIR 2 FABRIC WORN OUT ENTRYWAY	
Light Fixtures	GOOD	
Outlets/Fans	GOOD	
Fireplace	GOOD	
AC/Heating	GOOD	
Smoke/CO Alarms	GOOD	

Kitchen/Utility/Other

Item	Condition Moving In	Condition Moving Out
Refrigerator	GOOD	
Stove/Oven	GOOD	
Washer/Dryer	N/A	
Cabinets	DEAM OVER SINK (L) (R) OF DOOR OF FRIDGE	
Paint/Caulking	GOOD	
Ceiling/Fans	GOOD	
Microwave	N/A	
Windows/Doors	DIRTY/FUNCTIONAL	
Light Fixtures	GOOD	
Stove Vent Fan	N/A	
Sink/Drain	SMALL LEAK ON FAUCET	
Disposal/Dishwasher	NA/GOOD	
Counter Surfaces	GOOD	
Floors/Tile	GOOD	
Dryer Vent	N/A	
	(SWITCH BEHIND FRIDGE MISSING OUTLET COVER)	

HIGHER LVL
Bedroom(s)/Recreation Room/Other

Item	Condition Moving In	Condition Moving Out
Paint/ Caulking	Good	
Ceiling/Walls	Good	
Carpet/Floors	Good	
Windows/Doors	Good	
Curtains/Blinds	Good	
Light Fixtures	Good	
Outlets	Good	
Closets	Good	
Air Conditioner	N/A	
Smoke/CO Alarms	Good	
Heating	Good	


Bathroom(s)

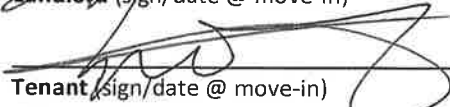
Item	Condition Moving In	Condition Moving Out
Toilet	Good	
Faucets/Shower/Tub	Good	
Cabinets	Good	
Paint/Caulking	TUB - POOR /	
Walls/Ceiling	CAULKING AROUND RAFTERS @ WINDOW	
Floors/Tile	Good	
Windows/Covers	Good	
Light Fixtures/Heating	Good	
Outlets/Fans	Good	
Sink & Tub Drains	Good	
Counter Surfaces	Good	
Tub/Shower Surfaces	FAIR	

Other Comments: (unusual odors, mold, leaking, condition of outside/yard, etc.)

- FIRE EXTINGUISHER IN ENTRY WAY CLOSET?
- LANDSCAPE LIGHTING NOT FUNCTIONING

MOVE IN:

 17 DEC 2019
Landlord (sign/date @ move-in)

 12/17/19
Tenant (sign/date @ move-in)

MOVE OUT:

Landlord (sign/date move-out)

At Landlord Option - Tenant (sign/date move-out)

Provided as a public service by the Consumer Protection Division of the Washington Attorney General's Office Oct 2004; revised 2013

LOVER LVL
Bedroom(s)/Recreation Room/Other

Item	Condition Moving In	Condition Moving Out
Paint/ Caulking	Good	
Ceiling/Walls	Good	
Carpet/Floors	STAINING IN CLOSET	
Windows/Doors	Good / TIGHT FIT NO ALIGNMENT	
Curtains/Blinds	WON'T GO DOWN ALL THE WAY	
Light Fixtures	Good	
Outlets	Good	
Closets	Good	
Air Conditioner	N/A	
Smoke/CO Alarms	Good	
Heating	Good	
	HOT H ₂ O HEATER ✓	

Bathroom(s)

Item	Condition Moving In	Condition Moving Out
Toilet		
Faucets/Shower/Tub		
Cabinets		
Paint/Caulking		
Walls/Ceiling		
Floors/Tile		
Windows/Covers		
Light Fixtures/Heating		
Outlets/Fans		
Sink & Tub Drains		
Counter Surfaces		
Tub/Shower Surfaces		

Other Comments: (unusual odors, mold, leaking, condition of outside/yard, etc.)

SHED - MISSING OUTLET COVERS, EXTERIOR LIGHTING NOT FUNCTIONING

PAGE 3/3



Got Mold?

Frequently Asked Questions About Mold

What are molds?

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

What makes molds grow in my home?

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

Can I be exposed to mold?

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

Do molds affect my health?

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

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

When is mold a problem?

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

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

When should I sample for mold?

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

Can I control mold growth in my home?

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

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

What can I use to clean up mold?

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

Size the Moldy Area

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

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

Use Protection

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

Seal the Area

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

Remove Items

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

Bag Moldy Trash

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

Scrub Surfaces

Scrub hard surfaces:

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

Clean and Wash

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

Monitor

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

What cleans up moldy furniture?

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

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

Should I paint over mold?

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

Must landlords tell tenants about mold?

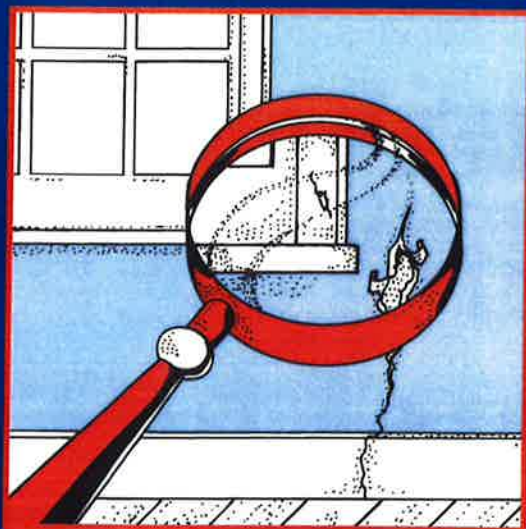
Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/ehp/ts/iaq/renter.htm.

Who are my local contacts for more information about mold?

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

Need more mold information?

- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at www.cdc.gov/mold.
- EPA offers resources for homeowners, schools, and building managers at www.epa.gov/mold.
- Northwest Clean Air Agency "Mold in Your Home" videos are available in English and Spanish at www.nwcleanair.org/aqPrograms/indoorAir.htm.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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



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

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



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

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



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



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



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

IMPORTANT!

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

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

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

Lead Gets in the Body in Many Ways

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

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

People can get lead in their body if they:

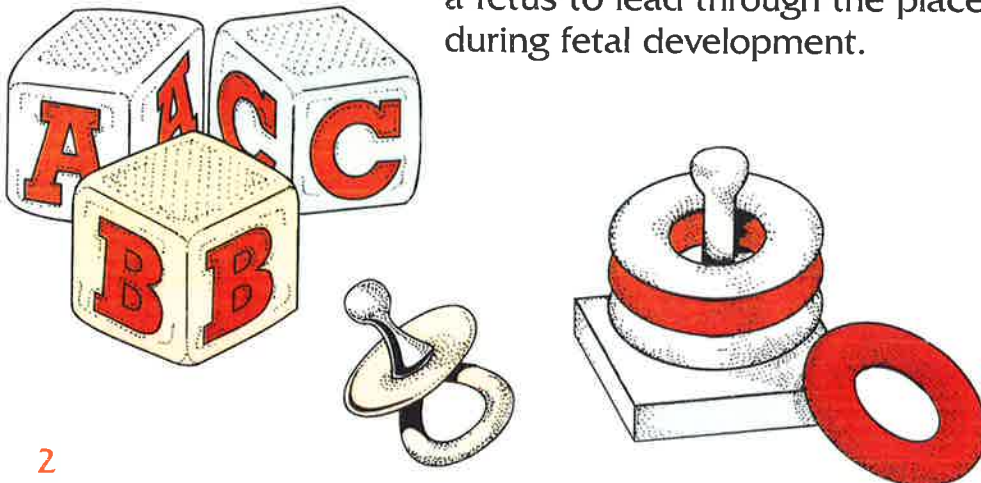
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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

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

Lead is also dangerous to women of childbearing age:

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



Lead's Effects

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

In children, lead can cause:

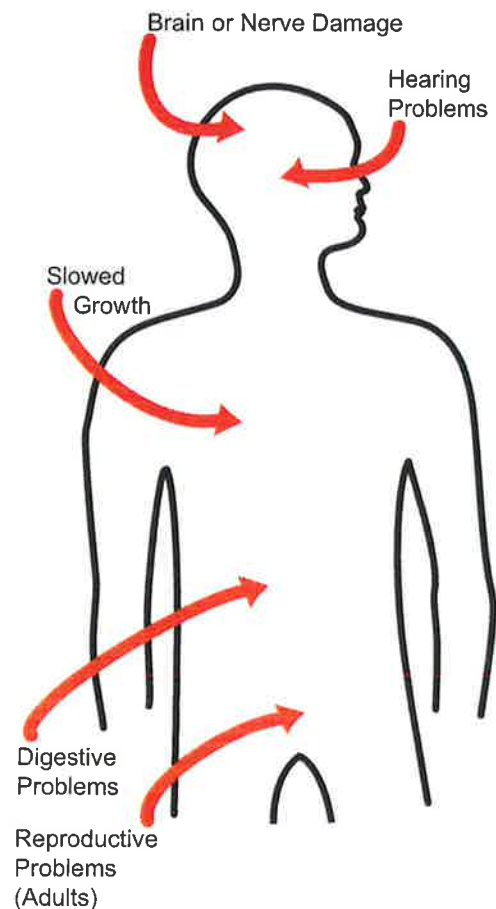
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

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



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

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

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

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

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

Identifying Lead Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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



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

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

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

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

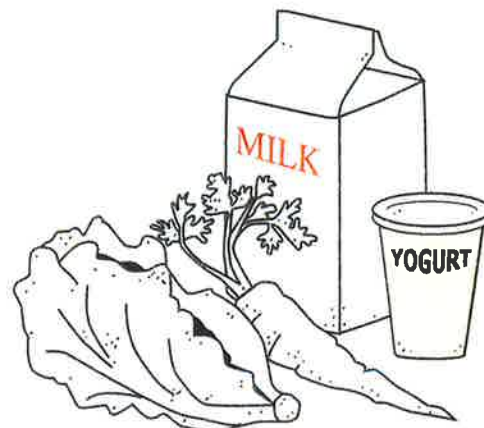
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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

What You Can Do Now To Protect Your Family

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

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



Reducing Lead Hazards In The Home

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

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



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

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

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

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

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

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

Remodeling or Renovating a Home With Lead-Based Paint

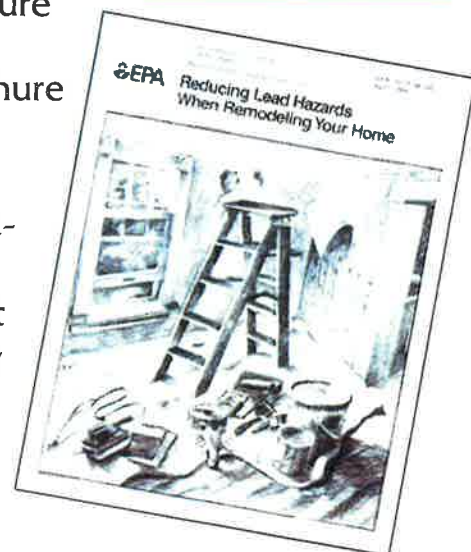
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



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



Other Sources of Lead



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



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ Old painted **toys** and **furniture**.

◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

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

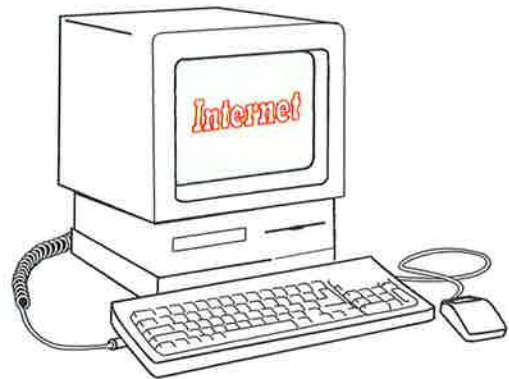


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

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

EPA Regional Offices

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

EPA Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

CPSC Regional Offices

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

Eastern Regional Center

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

Western Regional Center

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

Central Regional Center

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

HUD Lead Office

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

U.S. Department of Housing and Urban Development

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

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

EPA747-K-99-001
June 2003




RECEIVED

JAN 21 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Sidhu, Executive
FROM: Michael McFarlane, Director 
DATE: January 14, 2020
RE: 677 North Lake Samish Road Residential Rental Lease

Enclosed find two copies of a residential rental lease for the house at 677 North Lake Samish Road, Bellingham, for your signature. This is a one year lease agreement for a rate of \$1,550.00 per month that changes to a month to month basis after the initial one year period.

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

Thank you.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-069

File ID:	AB2020-069	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and RE Sources to increase the number of educational outreach opportunities in the amount of \$15,000 for a total amended contract amount of \$65,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Contract Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

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

RE: RE Sources – Youth Waste Reduction and Recycling Education Services Amendment #1

DATE: January 23, 2020

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

▪ **Background and Purpose**

Since 2011, RE Sources has implemented a waste reduction and recycling education program in local school districts and youth organizations, as currently recommended in the *2016 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan*. Participants in the program gain an understanding of the impact of personal choices on the waste stream and our management of natural resources. The purpose of this amendment is to increase the number of educational opportunities for elementary, middle and high school students, and increase the budget by \$15,000 to support these opportunities, as recommended by the Solid Waste Advisory Committee and approved by the Solid Waste Executive Committee.


▪ **Funding Amount and Source**

Funding for this contract is provided by the Solid Waste Excise Tax in an amount not to exceed \$65,000. This increased level of funding is included in the approved 2020 budget. Council approval is required as funding for this amendment exceeds 10% of the current contracted amount.

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. 201908027 - 1	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854085 Solid Waste	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		RE Sources	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 201908027
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		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="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	19-47	Contract Cost Center: 140203
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" 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): \$ 50,000		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ 15,000			
Total Amended Amount: \$ 65,000			
Summary of Scope: This contract provides funding for a countywide waste reduction and recycling program for youth at elementary, middle and high school levels. The focus of the program is on waste prevention, recycling, composting, household hazardous waste, and proper waste disposal.			
Term of Contract:	1 Year	Expiration Date:	08/31/2020
Contract Routing:	1. Prepared by:	JT	Date: 01/09/2020
	2. Health Budget Approval	KR	Date: 01/15/2020
	3. Attorney signoff:	RB	Date: 01/16/2020
	4. AS Finance reviewed:	bbennett 	Date: 01/16/2020
	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:

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
RE Sources
2309 Meridian Street
Bellingham, WA 98225

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 09/01/2019 – 08/31/2020

Amendment #1: 02/12/2020 – 08/31/2020

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to increase the number of elementary (60 to 75), middle and high school (30 to 45) educational opportunities; revised Exhibit A is attached.
2. Amend Exhibit B – Compensation, to add \$15,000 to support the increased deliverables noted in number 1, above; revised Exhibit B is attached.
3. Funding for the total contract period (09/01/2019 – 08/31/2020) is not to exceed \$65,000.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 02/12/2020.

99

EXHIBIT "A" – Amendment #1
(SCOPE OF WORK)

I. Background

The purpose of this contract is to implement a countywide waste reduction and recycling education program for youth. The focus of the program is on waste prevention, recycling, composting, household hazardous waste and proper waste disposal. Students will gain an understanding of the impact of their personal choices on the waste stream and have an opportunity to apply that to their classroom, school, home, and community settings.

The primary goals of the Youth Waste Prevention & Recycling Education Program are:

1. Reduce the size and toxicity of the waste stream.
2. Reuse waste whenever practicable.
3. Recycle to the maximum extent possible.
4. After reduction, reuse and recycling, encourage proper disposal of the remainder of the waste stream.

II. Statement of Work

Contractor will plan, promote and present waste reduction and recycling programs to students in Whatcom County. Contractor will provide educational presentations and youth action projects that reflect the most recent waste reduction, recycling and disposal opportunities available in Whatcom County and address Washington State curriculum guidelines. Contractor will utilize existing curriculum and in-class presentations, modify or develop new programs and collaborate with other local organizations and businesses to enhance the program's depth and breadth, when applicable. Services will include continuing existing elementary programs, Green Classroom Certification and in-class waste reduction and recycling presentations, as well as developing and refining a more succinct and effective program for middle and high school students. Contractor services will include:

1. Elementary School Education Services

Contractor will deliver 75 elementary school programs, in-classroom presentations or support visits as follows:

Green Classroom Certification

The Green Classroom Certification Program will utilize workshops, pledges and action projects to challenge students to think critically about their use of natural resources and see how waste is an integral part of our everyday lives. Hands-on activities and projects will provide them the opportunity to brainstorm solutions and take action to promote waste reduction and recycling.

In an effort to support busy teachers, the program will be designed with several teacher benefits. The program must address current state academic curriculum and standard requirements and provide up to 10 hours of extra support for teachers throughout the certification process, both in and out of the classroom.

Each workshop shall be tailored to meet student needs through grade-level appropriate activities and the program must engage the students and encourage direct involvement and initiative in their own learning. Contractor will guide participating classrooms through the following steps:

- Step 1: Host a Workshop
- Step 2: Make a Pledge
- Step 3: Complete an Action Project
- Step 4: Get Certified

2. Middle and High School Programs

Contractor will implement at least 45 education presentations, field trips, workshops and/or hands-on learning opportunities for middle and high school students in a solid, robust program. Contractor will work with interested schools, teachers and students to update existing materials and generate new programs that incorporate their interests and needs. These programs will be thoroughly evaluated for success and potential for long-term implantation.

Contractor will create a small selection of opportunities based on current best practices in education and the most up to date information on waste management practices. Contractor will contact middle and high school teachers and staff will be contacted and offered program options, including:

- a. Waste Audits
- b. Workshops
- c. Lunchroom Education
- d. Student Initiated Action Projects

3. Youth Organizations

Contractor will engage with youth organizations to provide the same or similar educational opportunities and technical assistance. Outreach efforts will target organizations and after-school programs such as Boy and Girls Club, Sterling Meadows Homework Club, Boy Scouts, Wild Whatcom, or others on an interest basis.

4. Promotion, Recruitment and Evaluation

Contractor will create promotional and support materials to enhance engagement in the programs for all grade levels and actively recruit participants through a variety of media and methods. Promotion and recruitment will occur through regular e-newsletters, targeted emails, social media, local media articles highlighting events and program participants, and more. Contractor will use educator feedback and other methods to evaluate program materials and delivery techniques. The results of these evaluations will be reported to the County and used for program improvement.

5. Additional Support

Contractor will offer 30 additional solid waste education and/or support visits to teachers, schools and youth organizations when requested or as needed. The support may be assistance with action projects, demonstration kits, printed materials and/or consultations. Collaborations with other community partners including Washington State University Cooperative Extension is encouraged.

6. Timeline

January – June	<ol style="list-style-type: none">1. Promote, schedule and deliver classroom presentations, projects and support visits2. Collect and analyze evaluation data3. Update materials as needed4. Quarterly and monthly reporting
June – August	<ol style="list-style-type: none">1. Promote, schedule and deliver youth group presentations, projects and support visits2. Update materials as necessary3. Develop/update programs for middle/high school program4. Quarterly and monthly reporting
September – December	<ol style="list-style-type: none">1. Promote, schedule and deliver classroom presentations, projects and support visits2. Collect and analyze evaluation data3. Update materials as needed4. Quarterly and monthly reporting

III. Reporting Requirements

Contractor will report contract activities to the County, as follows:

1. Monthly Reports – These reports will show hours, expenses and work completed and will be provided to the County by the 15th day of each month.
2. Quarterly Reports – Four quarterly reports will detail the work accomplished during the previous quarter along with any proposed amendments to the work plan. Reports will be provided to the County by the 15th of the month in December, March, June, and September. Information from the final quarter of the contract period will be compiled into the final report, described below.
3. Final Report – A final report will summarize the work accomplished during the contract period and will include a list of the schools contacted and the number of presentations delivered. A summary of how the program reduced the size and/or toxicity of the waste stream, increased recycling, or aided in the proper disposal of materials that could not be recycled will be compiled from the quarterly reports. This final report will be provided to the County by January 15th.

EXHIBIT "B" – Amendment #1
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$65,000, is Solid Waste Excise Tax.

II. **Allowable Costs:** The budget for this cost reimbursement contract is as follows:

Item	Documentation Required with Invoice	Total Cost
Personnel Costs	GL Detail	\$42,667
AmeriCorps Placement Fee – 2/3 of total placement fee	Receipts	\$7,500
Printing & Materials	Receipts	\$2,500
Mileage	Mileage to be reimbursed at the current IRS rate available at www.irs.gov . Mileage log including name of traveler, dates, start and end point, and purpose.	\$1,500
Subtotal		\$54,167
Indirect Costs @ 20%		\$10,833
TOTAL		\$65,000

The Contractor may transfer funds among budget line items in an amount up to 10% of the line item total; however, overhead cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

III. **Invoicing**

1. The contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices may be submitted electronically to HL-BusinessOffice@co.whatcom.wa.us.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoice must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered or the labor performed as described on this invoice.

4. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-073

File ID:	AB2020-073	Version:	1	Status:	Agenda Ready
File Created:	01/29/2020	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:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Brown & Caldwell to conduct Phase I of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment in the amount of \$193,013

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed contract

**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 Satpal Singh Sidhu, County Executive
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *AH*

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

DATE: January 29, 2020

RE: Contract for Services with Brown & Caldwell for Phase 1 of the Lake
Whatcom Total Maximum Daily Load (TMDL) Reassessment

REQUESTED ACTION

Please find attached for your review and approval two (2) originals of a contract for services between Brown & Caldwell and Whatcom County for Phase 1 of the Lake Whatcom TMDL Reassessment.

BACKGROUND AND PURPOSE

Whatcom County is required through Appendix 2 of the Western Washington Phase II Municipal Stormwater Permit to update phosphorus loading capacity targets for the Lake Whatcom TMDL by March 31, 2024. A reassessment of the loading capacity targets entails updating and recalibrating the CE-QUAL-W2 model (that simulates Lake Whatcom's response to the loading of phosphorus), as well as updating phosphorus removal calculated from upgrades on public and private property not previously evaluated.

To effectively complete this project, Public Works has divided the overall project into two phases. Phase 1 will compile all background information needed for the model update and recalibration as part of this contract. These tasks include:

- Development of the Quality Assurance Project Plan (QAPP) for CE-QUAL-W2
- Evaluation of Phosphorus Load Reduction Estimates for:
 - County-owned phosphorus treatment capital facilities
 - Development utilizing adopted phosphorus-limiting regulations, or approved voluntary phosphorus-limiting best management practices
 - Operation and maintenance activities with quantifiable, phosphorus reducing results (e.g. street sweeping)

The QAPP must be submitted to the Department of Ecology no later than March 31, 2020. Once the QAPP has been submitted and approved by the Department of Ecology, Phase 2 of the project will be initiated in early 2021. This phase will complete the updating and calibration of the model, and provide the model runs that will update the phosphorus loading capacity targets.

Brown and Caldwell was chosen through a competitive selection process (RFQ 19-01).

FUNDING AMOUNT AND SOURCE

This contract in the amount of \$193,013 will be funded through the 2020 Stormwater budget (123; \$130,000) and the NPDES budget (10860; \$63,013).

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 & 950510
Contract or Grant Administrator:	Cathy Craver
Contractor's / Agency Name:	Brown & Caldwell
<p>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"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ-19-01 Cost Center: 123 (\$130k); 10860 (\$63,013)</p> <p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <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 work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <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. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 193,013</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p> <p>Summary of Scope:</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.
<p>Complete Phase I of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment. This includes the Quality Assurance Project Plan (QAPP) for the CE-QUAL W2 Lake Response Model, and the Phosphorus Load Reduction Estimation as part of the Whatcom County's Lake Whatcom TMDL requirements.</p>	
Term of Contract:	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: Cathy Craver	Date: 01/21/20
	2. Attorney signoff: Christopher Quinn	Date: 1/21/2020
	3. AS Finance reviewed: bbennett	Date: 01/27/20
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

CONTRACT FOR SERVICES AGREEMENT
Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment-Phase 1

Brown & Caldwell, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 9,
 Exhibit A (Scope of Work), pp. 10 to 14,
 Exhibit B (Compensation), pp. 15 to 15,
 Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 11th day of February, 20 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 20 20.

The general purpose or objective of this Agreement is to: complete Phase I of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment, 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 \$ 193,013. 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 28th day of January, 20 20.

CONTRACTOR:

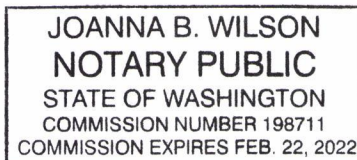
Brown & Caldwell

Michael Milne

Mike Milne, Vice President

STATE OF WASHINGTON)
) ss.
 COUNTY OF King)

On this 28th day of January, 2020, before me personally appeared Michael Milne to me known to be the Vice President of Brown and Caldwell and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Joanna B. Wilson
 NOTARY PUBLIC in and for the State of Washington, residing at
Seattle, WA. My commission expires 2/22/2022.


WHATCOM COUNTY:

Recommended for Approval:


Jon Hutchings, Public Works Director

1/29/20
Date

Approved as to form:


Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division

1/30/2020
Date

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

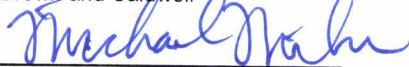
STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, 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:

Brown and Caldwell


Mike Milne, Vice President

Address:

701 Pike Street, Suite 1200
Seattle, WA 98101

Contact Name: Mike Milne

Contact Phone: 206-749-2284

Contact FAX: 206-749-2200

Contact Email: mmilne@brwncald.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.
- 0.2 Standard of Care
Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services as agent of Whatcom County in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

Series 10-19: Provisions Related to Term and Termination

- 10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.
- 10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.
- 11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
- 11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.
- 11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this

Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County after payment to Contractor.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but

is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

- 1) Commercial General Liability coverage--
 - a) Property Damage - \$500,000.00 per occurrence
 - b) General Liability & Bodily injury- \$1,000,000.00 per occurrence

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". For that insurance, the Contractor's policy shall be considered as primary and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

- 2) Professional Liability - \$1,000,000 per claim:

If the professional liability insurance is a claims made policy, and if the Contractor discontinues coverage either during the term of this contract or within three years of completion, the Contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:

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

34.3 Defense & Indemnity Agreement:

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Cathy Craver
Senior Planner
322 N. Commercial St., Suite 224
Bellingham, WA 98225Insert here

37.2 Notice:

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

38.1 Certification of Public Works Contractor's Status under State Law:

Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor incorporated into this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph.

41.1 Severability:

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

41.2 Waiver:

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

- 42.1 Disputes:
- a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
- b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
- d. Arbitration:
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

- 43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.
- 44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
- 45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT A
(SCOPE OF WORK)

LAKE WHATCOM TMDL REASSESSMENT

BACKGROUND

The Washington State Department of Ecology (Ecology) published the revised Lake Whatcom Total Phosphorus and Bacteria TMDLs Volume 2: Water Quality Improvement Report and Implementation Strategy report in 2016. Ecology's 2016 report prescribes an adaptive management/continuous improvement approach that includes refining the watershed and lake models based on new data and using them to recalculate the phosphorus loading (P-loading) capacity of the lake. Ecology may use the new modeling results to revise the wasteload and load allocations for the TMDL.

Whatcom County (County) is covered by the Western Washington Phase II Municipal Stormwater Permit. Appendix 2 of the Permit requires the County to develop a Quality Assurance Project Plan (QAPP) to guide the modeling needed for the TMDL Reassessment. The draft QAPP must be submitted to Ecology by 3/31/20. Ecology will review and may require changes to the draft QAPP.

Appendix 2 requires that the County recalculate the lake loading capacity and submit the results to Ecology by 3/31/2024. However, Ecology would welcome an earlier submittal. To fulfill this requirement, the County intends to update the existing lake model and apply it to a range of management scenarios. Depending on the results, the County might recommend specific revisions to the TMDL. The County also has the option of using the model for related purposes such as predicting how changes in P-loading will affect various uses of Lake Whatcom.

In November 2019, the County issued a Request for Proposals to assist with the Lake Whatcom TMDL Reassessment. The County selected the Brown and Caldwell (BC) team, which consists of staff from BC and Scott Wells and Associates.

To align with the Permit deadlines and County budget cycle, the County would like to conduct the project in two phases. **Phase 1** will be completed in 2020 and involve:

- Data compilation and review
- Preparation of a QAPP to guide the Lake Whatcom TMDL reassessment
- Development of phosphorus load reduction estimates to document the County's progress toward the TMDL target

Phase 2 will begin in 2021. The scope of Phase 2 may vary depending on the results of Phase 1. Based on our current understanding, the scope of Phase 2 could include:

- Recalibration of the Lake Whatcom water quality model
- Scenario modeling and interpretation (including preparation of a reassessment report)
- Stakeholder and public outreach support

- Ongoing technical assistance related to the TMDL

BC prepared this Scope of Work (SOW) based on the approach outlined in our proposal and subsequent discussions with County staff. The SOW for Phase 2 should be regarded as tentative and subject to change based on the results of Phase 1.

SCOPE OF WORK—PHASE 1

TASK 1.1 PROCESS PLANNING AND COORDINATION

BC will schedule a project kick-off meeting to discuss project goals, approach, and schedule with the County. We will discuss the overall goals of the project with respect to modeling, regulatory outcomes, and stakeholder interactions. BC will lead a discussion of early steps such as QAPP development and data compilation. The BC PM will hold brief monthly teleconferences with the County PM. This task also includes routine project management (budget and schedule tracking, invoicing) and communications.

Deliverables

- E-mailed meeting agendas and summaries
- Monthly invoices and progress reports

Assumptions for Cost Estimate

- PM calls will be held once per month
- Phase 1 will end December 31, 2020

TASK 1.2 DATA COMPILATION AND REVIEW

The BC team will compile, review, and format the information necessary to update and recalibrate the CE-QUAL-W2 model: This will include three general categories of information:

- Outputs of the HFAM model for observed conditions and scenarios
- Other data inputs necessary to execute the lake model
- Data for calibration of the lake model

BC will coordinate with the City of Bellingham (City) and Hydrocomp (the City's HFAM consultant) to compile and evaluate the HFAM flow and water quality output that will serve as input for CE-QUAL-W2. To that end, BC will review the HFAM information compiled under the 12/30/19 Letter of Agreement (LOA) and discuss in a conference call with County, City, and Hydrocomp.

Assuming that Hydrocomp will send BC a copy of its written response to RESPEC's comments on the HFAM model for the Lake Whatcom watershed, BC will review the document and contact Hydrocomp with any questions. BC will also review the information provided by Hydrocomp regarding the HFAM watershed scenarios and the assumptions on which they are based and contact Hydrocomp with any questions.

The HFAM model simulates phosphorus (P) and total suspended solids (TSS) loads in the tributaries, but doesn't simulate other parameters needed for the CE-QUAL-W2 lake response model, such as nitrogen species and organic matter. Ecology's original TMDL study developed

time series for these water quality parameters by regression with inflow. BC will review the previous regression equations to determine if and how they should be updated for this TMDL reassessment. If it is determined that the regressions should be updated, BC will then obtain the necessary datasets, update the regressions, and apply them to calculate the necessary lake model inputs.

The BC team will compile and review data for other lake model inputs including meteorological data, water surface elevations, water supply intake/withdrawal rates, and lake outflow rates.

Calibration data to be compiled includes water quality sampling results and field parameter profiles for each monitoring station. The modeling team will coordinate with the Institute for Watershed Studies at Western Washington University (WWU) to compile and evaluate the monitoring datasets. Our understanding of data availability will be used to confirm the appropriate time period for recalibration and scenario simulation. Results of the data compilation step will be documented in a tabular summary with notes on the source, time period, quality, completeness, and data gaps (if any).

Deliverables:

- Compiled datasets
- Tabular data summary

Assumptions for Cost Estimate

- The City or Hydrocomp will provide a copy of Hydrocomp's report addressing RESPEC's comments on the HFAM model of the Lake Whatcom watershed
- The HFAM model output as provided by Hydrocomp is acceptable for use with the lake model as provided by Hydrocomp; this scope does not include a review of the HFAM model nor addressing Ecology comments on HFAM.
- The City and Hydrocomp will provide any other relevant data that they may have, such as meteorological data, water surface elevations, water supply intake/withdrawal rates, and lake outflow rates
- WWU will provide the monitoring data they have collected for Lake Whatcom

TASK 1.3 QUALITY ASSURANCE PROJECT PLAN (QAPP)

BC team members will participate in two conference calls with Ecology to discuss their comments on the QAPP outline/modeling approach we developed under the LOA.

The BC team will then prepare a preliminary draft QAPP for the lake model recalibration and application. The purposes of the QAPP will be both to guide the project team on quality procedures and obtain buy-in on the modeling approach from Ecology. The QAPP will follow the format of Ecology-approved QAPPs on other Washington state TMDL projects, such as those for Clarks Creek (BC 2019), Soos Creek, and the French Creek/Pilchuck River. Relevant content of previously-approved QAPPs will also be used if appropriate; however, the modeling approach will be tailored for Lake Whatcom and the local watershed. The QAPP will include the following content:

- Project goals, history, and previous modeling/modeling efforts

- Quality objectives for data to be used for model input/calibration
- The process for data review and the basis for making decisions on data usability
- Models to be applied and associated information such as time step, modules, calibration period, and calibration approach
- The approach for model quality assessment, including both qualitative and quantitative calibration targets, and the process for making decisions on model result usability
- A summary of the intended approach for applying the model to derive wasteload and load allocations

The BC team will submit the preliminary draft QAPP to the County for review and revise the QAPP in response to County comments. The County will then submit the draft QAPP to Ecology by 3/31/2020. BC and the County will review Ecology's comments on the draft QAPP. The BC team will participate in a conference call to discuss the comments and potential responses and assign responsibilities for addressing each comment. If deemed necessary by the County PM, we may also meet with Ecology to discuss their comments and potential QAPP revisions to address them. BC will revise the QAPP accordingly. If Ecology has comments on the revised QAPP, BC will participate in up to two conference calls to discuss the comments and prepare a final version of the QAPP.

Deliverables

- Preliminary, draft, revised, and final QAPP in electronic format.

Assumptions for Cost Estimate

- Four members of the BC team will participate in two, one-hour conference calls with Ecology to discuss and refine the QAPP outline.
- BC will prepare preliminary, draft, revised, and final versions of the QAPP.
- The QAPP will be up to 40 pages (excluding appendices).
- The County will provide one consolidated set of comments on the preliminary draft in tracked changes.
- Four members of the BC team will participate in a two-hour conference call with County staff to discuss comments on the preliminary draft QAPP.
- Four BC team members will participate in up to two hours of conference calls to discuss Ecology's comments and potential responses.
- BC will prepare a draft comment response letter. The County will review and edit the letter as appropriate before sending it to Ecology.

TASK 1.4 PHOSPHORUS LOAD REDUCTION ESTIMATION

The County has installed more than 20 stormwater treatment facilities in the Lake Whatcom watershed to reduce phosphorus concentrations in stormwater runoff. The County also performs street sweeping to reduce phosphorus loads to the lake. The Phase II permit requires the County to annually report estimates of phosphorus removal to track compliance with the TMDL.

BC will estimate phosphorus load reductions by County stormwater treatment/infiltration facilities and street sweeping in the Lake Whatcom watershed. BC will summarize the results in a spreadsheet suitable for submission to Ecology as part of the Phase II Permit

annual report due March 31, 2021. Developing P-reduction estimates for County stormwater treatment/infiltration facilities will involve the general steps outlined below.

1. Obtain GIS files delineating the tributary area for each County stormwater treatment/infiltration facility.
2. Ask the City/Hydrocomp to provide average annual, sub-basin specific areal phosphorus loading rates based on the HFAM results for the entire simulation period (1998-2016).
3. Review BMP monitoring results for existing City and County stormwater facilities in the watershed, and literature on the phosphorus removal rates/efficiencies of the BMP types of interest.
4. Review the County's current inspection and maintenance program for County stormwater treatment/infiltration facilities.
5. Develop a draft P-load reduction estimation method based on the information compiled for Steps 1-4, the as-built drawings and facility design data provided by the County, and Ecology TAPE approval for each facility type.
6. If any of the County facilities are located downstream of another treatment facility, develop a method for adjusting the treatment efficiency of the downstream facility.
7. Discuss the draft method with the County and refine as needed.
8. Apply the method to develop estimates of average annual P removal for each of the 22 County facilities.

BC will estimate P removal by street sweeping based on the mass of street waste mass removed, using a method similar to that used for the City of Puyallup's TMDL retrofit plan. The P load reduction estimates for County facilities and sweeping will be summarized in a spreadsheet. The spreadsheet will include a column to document the inspection and maintenance status of each facility. The spreadsheet will form the ledger for documenting TMDL compliance in the County's annual report for the Phase II Permit.

Deliverables:

- Brief outline of proposed evaluation methods
- Draft and revised memorandum describing evaluation methods and results
- Draft and revised P load ledger for submission with annual report due to Ecology by March 31, 2021

Assumptions for Cost Estimate:

- County will provide design reports including WWHM or other continuous flow model (or at minimum, the peak 15-min offline water quality flow rate) used in design for each stormwater facility.
- The City will ask Hydrocomp to provide average annual areal P loading rates for each sub-basin containing a County stormwater facility.
- County will provide inspection and maintenance records for County stormwater treatment facilities in the watershed.
- The County and City will provide available monitoring results for local stormwater treatment facilities.
- The County will provide the following information on its street sweeping program:
 - Sweeper type(s)
 - Routes (GIS) and frequencies for regenerative air or vacuum sweeping in the watershed.
 - Mass of street waste removed from the watershed each year

EXHIBIT B (COMPENSATION)

Contract for Services Agreement
Brown and Caldwell
V2.0

Phase	Task	Phase Description	PM	PA	Model	77422 Lead	Senior Eng.	Account	Acc't	TE	VP	MM	Graph	Total	Travel	Sub	2.50%	Total Sub	Total	Total Cost
			Yan, Diane	DeBoer, matt	Bell, Clifton	Fuchs, Valerie	Wilson, Joanne	Linckens, Beth	Para, Wendy	Weber, Patrick	Mittelsch, Rachel									
			Analyst II	Senior Eng.	Managing Eng.	Senior Eng.	Account	Editor II	Word Processor											
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Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-075

File ID:	AB2020-075	Version:	1	Status:	Agenda Ready
File Created:	01/29/2020	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:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal amendment agreement between Whatcom County, City of Bellingham and Fire Protection District 7 for analytical and billing costs for the Ground Emergency Medical Transport program funding

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Mike Hilley, EMS Manager
RE: Bellingham Fire Department, Fire District 7
DATE: January 6, 2020

Enclosed are two (2) originals of a contract amendment between Bellingham Fire Department, Fire Protection District 7 and Whatcom County for your review and signature.

▪ **Background and Purpose**

In 2015, a statewide legislative effort to bring Federal Medicaid Gap funding known as Ground Emergency Medical Transport (GEMT) reimbursement to Washington State was spearheaded by Central Pierce Fire and Rescue along with seven other fire agencies. This legislative effort proved successful and the work to analyze transport data and develop cost reports for fire agencies throughout the State began. This work again, was led by Central Pierce Fire and Rescue along with seven additional fire agencies, who contracted with consultant, AP Triton to perform the work necessary to implement the processes.

In late 2017, seminars held in Olympia, Everett, and Spokane appealed to all participating fire agencies to share in the \$566k cost incurred by Central Pierce and the other 8 agencies to successfully bring get GEMT reimbursement through the legislature and implement the process for state fire agencies. Participating fire agencies throughout the state have signed letter of agreements to participate in the reimbursement program, including Bellingham Fire Department and Fire District 7. Both Whatcom County participating ALS agency calculated their reimbursement between their ALS and BLS calls, billing only the ALS share to the Countywide EMS Levy Fund.

Additionally, Fire District 7 has an ongoing billing cost of \$30,000 for the cost run reports required by their billing agency, SystemDesign to prepare the necessary reports allowing them to bill for GEMT transports. Again, Fire District 7 splits the cost between ALS and BLS transports. The GEMT annual report for Fire District 7's ALS transports is only \$15,000 and included in this amendment.

Bellingham Fire Department is prepared to perform the billing functions internally and has estimated an additional billing cost of \$1,500 annually.

▪ **Funding Amount and Source**

EMS Levy Fund

- **Differences from Previous Contract** This amendment allows for the expense of the GEMT consultant and transport analysis necessary to receive the annual Ground Emergency Medical Transport reimbursement payments.

Please contact Mike Hilley at (360) 927.1155, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201711026-1

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	EMS Administration
Contract or Grant Administrator:	Mike Hilley, EMS Manager
Contractor's / Agency Name:	Bellingham Fire Dept./City of Bellingham / <i>FD</i>
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201711026</u>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>130100</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input 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): \$ _____ This Amendment Amount: Subsequent years include previous year's amount + CPI-W increase 2020 + \$16,500.00 GEMT billing 2021 + \$16,500.00 GEMT billing 2022 + \$16,500.00 GEMT billing 2023 + \$16,500.00 GEMT billing \$ _____ Total Amended Amount: \$ <u>Annual amount + CPI-W increase + \$16.5k/year</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: This amendment allows for the additional analytical and billing costs for the Ground Emergency Medical Transport program funding.	
Term of Contract:	6 years Expiration Date: 12.31.23

Contract Routing:	1. Prepared by: T. Helms – M. Hilley	Date: 12.12.19
	2. Attorney signoff: <i>[Signature]</i>	Date: <u>12/12/19</u>
	3. AS Finance reviewed: <i>[Signature]</i>	Date: <u>12/14/19</u>
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ <i>[checkmark]</i>	Date: <u>1-7-2020</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Amendment No. no. 1
Whatcom County Contract No. 201711026
INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND
City of Bellingham, and Fire Protection District No. 7

THIS AMENDMENT is to the Interlocal Agreement between Whatcom County and City of Bellingham, Fire Protection District No. 7 and Whatcom County, dated December 6, 2017 and designated "Whatcom County Contract "No.201711026". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment modifies agreement section 5. Compensation to add item 5.f as follows:

5.f Additional billing fees for revenue enhancement services will be compensated for a maximum consideration of \$16,500 each year for 2020, 2021, 2022 and 2023.

Bellingham Fire Department prepares their own billing reports for GEMT revenue and has agreed to prepare the ongoing annual billing reports and analysis for the GEMT revenue at an additional cost of \$1,500/year.

Fire District 7 has signed an amended agreement with their billing agency, SystemDesign in the amount of \$15,000/year for the provision of revenue enhancement services and for preparing the GEMT cost reports and required annual auditing reports.

This Amendment modifies agreement section Scope of Work, Billing Services to add 1.f. as follows:

1.f. Both ALS providers will provide all reports necessary to fulfil obligations for ALS system to receive GEMT revenues.

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

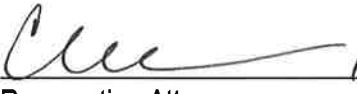
This Amendment takes effect: January 1, 2020, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and City of Bellingham and Fire Protection District No. 7 have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2020.

WHATCOM COUNTY:

Approved as to form:

 1/13/2020
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Executed this ____ day of _____, 2020 for CITY OF BELLINGHAM.

Seth Fleetwood, Mayor

Attest:

Andy Asbjornsen, Finance Director

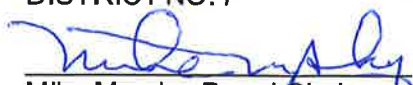
Departmental Approval:

Department Head

Approved as to form:

City Attorney

Executed this 9th day of January, 2019, for WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7


Mike Murphy, Board Chair

Attest:


Board Secretary



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-067

File ID:	AB2020-067	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	RWhidbee@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution to set public hearing to sell tax-title property by public auction

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Whatcom County Code 1.10, the Whatcom County Property Management Committee has recommended sale of the following tax-title property as surplus. Tax parcel number 400522 305071 0000; PID 143073 Paradise Lake Country Club Div 3 Tract E Twn 40N Rge 5E Sec 22; and would be sold at public auction, following notification of adjacent property owners, for no less than \$1,613.82 (total of tax and foreclosure costs).

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Parcel Information, Proposed Resolution

Application to purchase County Property

Parcel #400522-305071-0000

PID 143073

Acquired 11/18/2011

Applicant, James G Jerro



Legal description: Paradise Lakes Country Club Div no. 3 Tract E Twn 40N RGE 5E Sec 22

Market Value: \$1,040

Purchase Price / Minimum Bid: \$1,613.82

James Jerro owns 143000 and would like to purchase 143073 to expand his property.

**WHATCOM COUNTY REAL PROPERTY INVENTORY
PARCEL PROFILE**

12-Dec-11

Item #	970	Parcel #	400522-305071-0000	Custodian		TAX TITLE	
--------	-----	----------	--------------------	-----------	--	-----------	--

PID # 143073

Date Acquired	11/18/2011	Purchase Price	\$1,613.82
---------------	------------	----------------	------------

11-2-01426-2

Location	Pony Express Way	Sumas	Facility	
----------	------------------	-------	----------	--

PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT E TWN 40N RGE 5E SEC 22

Current Use	Other Vacant	Zoning		Acreage	0.26
-------------	--------------	--------	--	---------	------

	Land	Building	Total
Estimated or Actual Cost		\$0.00	
Current Assessed Value	\$1,820.00	\$0.00	\$1,820.00

Fixed Asset Code	
------------------	--

Special Characteristics	
-------------------------	--

Physical Inspection

Date Last Reviewed	Purpose
--------------------	---------

Surplused	Saleability Remarks
-----------	---------------------

Sale Status	
-------------	--

Lease Info	
------------	--

Deed #	5487	Treasurer's Deed	11/18/2011	Auditor's File #	2111200824	Volume,Page	
--------	------	------------------	------------	------------------	------------	-------------	--

Application to Purchase County Property

Steven N. Oliver, Whatcom County Treasurer

Applicant Name JAMES G. JERRO		
Mailing Address 261 FAIR VALLEY DR.		
City MAPLE FALLS WA 98266	State WA	ZIP 98266
Home Phone 360-933-4698	Work Phone 360-922-4824	

Application No.
Request No.

Are you an adjacent property owner? ☒ Yes ☐ No

Assessed Value \$1,040	TAX-TITLE COST BREAKDOWN	Parcel Number 4005223050710000
	Taxes \$76.66	For what purpose will the property be used?
	Interest/Penalty 18.86	
	6.72	
	Foreclosure Costs 1,511.58	
	Title Search	
Custodian	Assessments	Location
Type of Deed	Other Costs	
Deed No.		
Date Acquired		
Tax Case No.	TOTAL 1613⁸²	

PID 143873

I hereby tender the sum of \$ 150 to be applied toward my offer to purchase the above described property, said money to be returned to me if: (1) my bid is not accepted, or (2) I or my representative attend the sale of the above described property and the property is sold to another party. In addition to the bid amount, I understand that there will also be a deed fee, recording fee and advertising costs payable at the time of sale.

The amount tendered is submitted under the conditions referred to above.

James G. Jerro
Applicant's Signature

Account No.: 82800.2361.1160

Date Received: Jan 7, 2020 by Rue Whidbee, Deputy Treasurer

Treasurer Review Date	Property Management Committee Review Date	Application Is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Forwarded to County Council Date
--------------------------	--	--	-------------------------------------

3083411 341913 #1/7/2020 150.00*

PROPOSED BY: Treasurer
INTRODUCTION DATE:

RESOLUTION NO. _____

TO SELL COUNTY TAX TITLE PROPERTY

1 WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax
2 foreclosure where it is found to be in the best interest of Whatcom County to sell the
3 same; and,
4

5 WHEREAS, the Whatcom County Property Management Committee
6 recommends that the resolution be passed to effectively meet the legal requirement for
7 the disposal; and,
8

9 WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price
10 for said unit of property and to determine whether or not a contract will be allowed, or if
11 it will be a cash price; and,
12

13 WHEREAS, the Whatcom County Code as well as the state law allows the
14 County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or
15 other resources if the Council finds that it is in the best interest to reserve these;
16

17 NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the
18 County to sell:
19

20 Parcel # 400522 305071 0000 / PID 143073
21

22 Paradise Lakes Country Club Div No 3 Tract E Twn 40N RGE 5E Sec 22
23

24 For no less than taxes, interest, penalties and foreclosure costs of \$1,613.82
25 to the highest and best bidder;
26

27 BE IT FURTHER RESOLVED that said price shall not be allowed under contract
28 and shall be paid in either cash, certified check, or money order to the Whatcom
29 County Treasurer at the time of sale; and,
30

31 BE IT FURTHER RESOLVED that said parcels shall be sold subject to restrictive
32 covenants allowing for imposition of Community Association fees, if any, as set forth in
33 Whatcom County Resolution No. 88-37; and,
34

35 BE IT FURTHER RESOLVED that this sale transfer to the owners all coal, oil,
gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the

right to mine for and remove the same in conformity with zoning regulations in force and effect; and,

BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby directed to sell such property at not less than a certified price and said sale shall take place in accordance with the duties as established in RCW 36.35.120.

APPROVED this _____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-049

File ID:	AB2020-049	Version:	1	Status:	Agenda Ready
File Created:	01/15/2020	Entered by:	JWilson@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution cancelling uncollectible personal property taxes

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Resolution, Exhibit A, Exhibit B

PROPOSED BY: Treasurer
INTRODUCTION DATE: 02/11/2020

RESOLUTION NO. _____
CANCELLING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

WHEREAS, RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes; and

WHEREAS, Council action is required to formally cancel the uncollectible personal property tax;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the uncollectible personal property tax, attached hereto as Exhibit A & B, is hereby cancelled.

APPROVED this ____ day of February, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Council Chair

APPROVED AS TO FORM:

Civil Deputy Pros. Atty.

	Exhibit A				
	Parcel Numbers				
	(Business) Equipment and Machinery				
PARCEL/PID	NAME AND ADDRESS	REASON	YR	AMOUNT	TOTAL
3920	VANCO Connections	Out of business	2011	844.43	
	David Kirk	Assessment error	2012	1001.53	
	3975 Iron Gate Rd	gone DOR closed	2013	1248.34	
	Bellingham, WA 98226	in 2013 for non	2014	1509.98	
		activity.	2015	1707.83	
					6312.11
6066	HONG & KIM HOLDINGS LLC	Out of business	2018	362.88	
	DIEGO'S	No assets			
	300 N SAMISH WAY				
	BELLINGHAM, WA 98225				
					362.88
179975	ARTIFACTS CAFÉ & WINE BAR	Out of business	2017	178.89	
	James D & Julie McClure	No Assets	2018	430.32	
	202 GRAND AVE	No responses to			
	BELLINGHAM, WA 98225	payment mailings.			
					609.21
8472	BEAUTY NAILS	Out of business	2016	256.13	
	Nhvu Vu & Phuong Bich Mai	No Assets	2017	305.36	
	1 BELLIS FAIR PKWY #706	No response	2018	366.98	
	BELLINGHAM, WA 98226				
					928.47
4272	SOUND RECYCLING	Out of business	2018	764.64	
	Peter Rasco	Phone disconnected			
	4020 HAMMER DR	Return mail			
	BELLINGHAM, WA	E-mail undeliverable			
					764.64
180085	WHATCOM WINDOWS &	Out of business	2017	215.25	
	GUTTERS INC	Unable to locate	2018	258.75	
	3374 NORTHWEST AVE #201	No assets			
	BELLINGHAM, WA 98226				
					474.00

180114	CRESCENDO CHOCOLATE LLC	Business closed	2017	80.42	
	4055 HAMMER DR	per State Liquor	2018	97.97	
	BELLINGHAM, WA 98226	Board			
					178.39
180119	WEST COAST HERBS	Out of business	2017	82.39	
	Christopher White	per Assessor	2018	98.31	
	2121 KING ST	closed in 2017			
	BELLINGHAM, WA 98225	no assets			
					180.70
181612	HERBAL LEGENDS	Out of Business	2018	372.67	
	2118 JAMES ST	No assets			
	BELLINGHAM, WA 98225				
					372.67
181542	LEEF LLC	Out of business	2018	280.29	
	Erik Bond/Suzanne Brewster	per Assessor			
	3210 PEACE PORTAL DR	No assets			
	BLAINE, WA 98230				
					280.29
8311	JOHN C KOK INC	Closed 2015 with	2013	61.32	
	1100 LAKEWAY DR #200	Sec of State	2014	74.11	
	BELLINGHAM, WA 98225	No listings/no assets	2015	83.86	
			2016	93.31	
					312.60
175994	BELLINGHAM FLATBREAD &	Out of business	2016	439.87	
	BAKERY	No assets	2017	478.19	
	Christie Jaquette				
	2500 CORNWALL AVE				
	BELLINGHAM, WA 98225				918.06
6556	THE GRACE CAFÉ	Out of business	2016	85.62	
	1065 E SUNSET DR	No assets	2017	94.14	
	BELLINGHAM, WA 98226	Rtn mail			
					179.76
1406	VAN ZANTEN GREENHOUSE INC	Out of business	2018	19.84	
	Paul Van Zanten	No assets			
	8317 GUIDE MERIDIAN				
	BELLINGHAM, WA 98226				
					19.84

3671	CLEAR CHANNEL OUT DOOR	Out of business	2017	113.38	
	Chris Rischon	No assets			
	BELLINGHAM, WA 98226	Billboard gone			
					113.38
177773	SUPER BUFFET	Out of business	2018	133.42	
	Superyang Inc	No assets	2019	116.41	
	4151 MERIDIAN ST #100	Rtn mail			
	BELLINGHAM, WA 98226				
					249.83
5726	PATRICK SQUIRES OD	Out of business	2011	485.49	
	2421 YEW STREET RD	No assets	2012	504.79	
	BELLINGHAM, WA 98229	Assessment error	2013	567.31	
			2014	633.60	
			2015	668.27	
					2859.46
10810	DMX - LEASE	Out of business	2017	24.11	
	VARIOUS	No assets	2018	17.09	
	WHATCOM COUNTY				
					41.20
182425	NEW ACTON MOBILE - LEASE	LEASE	2018	54.75	
	C/O ADVANTAX	FINAL			
	3504 ARBOR CT				
	BELLINGHAM, WA				
					54.75
179661	TRIPLE POINT CAPITAL	LEASE	2018	63.07	
	1069 E SUNSET DR	FINAL			
	BELLINGHAM, WA 98226				
					63.07
182311	GLOBAL FINANCIAL & LEASING	LEASE	2018	2499.14	
	SERVICES LLC	FINAL			
	6213 PORTAL WAY				
	FERNDAL, WA 98248				
					2499.14

180602	NEW ACTON MOBILE	LEASE	2018	33.83	
	WHATCOM COUNTY	FINAL			
					33.83
8393	LYNDEN FLOOR DESIGN	Per Assessor's	2018	1637.68	
	Greg Neufeldt	closed.			
	Tim Broersma	Removed assets			
	Brian Davidson				
	2017 FRONT ST				
	LYNDEN, WA 98264				1637.68
11610	LYNDEN FLOOR DESIGN/DCC INC	CLOSED	2017	464.49	
	Greg Neufeldt	NO ASSETS	2018	484.05	
	Tim Broersma				
	Brian Davidson				
	4071 HANNEGAN RD				
	BELLINGHAM, WA 98226				
					948.54
		TOTAL		20394.50	20394.50

		Exhibit B			
		Mobile Home Parcel Numbers			
		Improvements Only			
<u>PARCEL/PID</u>	<u>NAME</u>	<u>REASON</u>	<u>YR</u>	<u>AMOUNT</u>	<u>TOTAL</u>
174218	Adrienne Dehaan	0 value	14	67.04	
	1427 W Badger Rd		15	65.83	
	Lynden, WA 98264	1994 Nomad 40 x 8	16	71.41	
			17	70.95	
			18	18.25	
			19	15.95	
					309.43
120845	Jason G Roscoe	Moved w/o permit	2019	47.72	
	7704 Birch Bay Dr #0307	to Skagit Co. 2017			
	Blaine, WA 98230	1990 Mallard P/M			
					47.72
181094	Wilma V Solomon	Office Error	18	50.92	
	3218 Balch Rd	To Tribal Trust Land			
	Bellingham, WA 98225				
					50.92
126611	Dustin Moore	0 Value 19-20	12	29.93	
	7442 Delta Line Rd	Derelict structure on	13	31.40	
	Ferndale, WA 98248	Bonneville Pwr Esmt	14	81.59	
		Assessed in error	15	30.95	
			16	30.13	
			17	30.20	
			18	31.93	
			19	25.85	
					291.98
		TOTAL WRITE-OFF		700.05	700.05



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-056

File ID:	AB2020-056	Version:	1	Status:	Agenda Ready
File Created:	01/21/2020	Entered by:	SMurdoch@co.whatcom.wa.us		
Department:	Health Department	File Type:	Resolution		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution to establish income eligibility designation for use of the Veterans Assistance Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

Related File AB2018-067A (Contact the Council Office for information on this file)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Presentation, Proposed Resolution



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Regina A. Delahunt, Director

DATE: 1/17/2020

RE: Resolution to establish income eligibility designation for use of the Veterans Assistance Fund

Background and Purpose

During the February 11th County Council meeting a resolution to continue the income standards for eligibility of Veterans receiving financial assistance from the Veterans Assistance Fund will be presented for action. In 2018, the County Council established 60% of the Area Median Income (AMI) as the eligibility standard. County Council asked to review this standard once it had been implemented for a year. 60% of the 2019 AMI for an individual is \$2,770 monthly and for a family of four it is \$3,995. This change in eligibility has improved the county's ability to support a broader group of Veterans. Some of that support includes, but is not limited to helping them to remain housed, cover costs of utilities, transportation and medical bills, as well as to support their educational and career goals.

The resolution presented intends to confirm this standard henceforth for Veterans receiving financial assistance from the Veterans Assistance Fund. At any point in time, the County Council can review this income eligibility standard and make changes as necessary to ensure broad support for our community's Veterans in need.



Whatcom County Veterans Program

Liz Harmon-Craig

360-778-6050

eharmonc@whatcomcounty.us

“Serving those who served us so honorably”

Agenda

- Introduction
- Overview of the Program
 - Applicable Regulations
 - Programs and services
 - Expansion since 2018
 - Budget
- Actionable Items

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Program Background and Evolution

2000 - Veterans Assistance Fund collected by
County under state RCW and
administered under the Finance Office

2011 - Veterans Assistance Program Established

- Veterans Specialist hired

2018 - Federal Accreditation of Veterans Specialist

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Veterans Assistance Program

Whatcom County Code

147

2.152.010 Veterans' assistance program established.

Pursuant to RCW [73.08.010](#) a Whatcom County veterans' assistance program is hereby established for the purpose of *developing, implementing and administering a comprehensive system of services to aid Whatcom County veterans*. Programs and services shall include those that meet identified basic needs for individuals, as well as community programs that benefit veterans and their families. (Ord. 2011-033 Exh. A).

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Veterans Assistance Program Funding

2.152.020 Program funding.

The resources of the veterans' assistance fund, authorized by RCW [73.08.080](#), will provide support for the programs and services delivered to Whatcom County indigent veterans. Funding from other sources may also support the veterans' assistance program and may be used to provide services to nonindigent Whatcom County veterans as allowed by state law. (Ord. 2011-033 Exh. A)

Approx. \$300K annually in revenue

RCW 73.08.005.3

- "Indigent" means a person who is defined as such by the county legislative authority using one or more of the following definitions:
 - (a) Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, medicaid, medical care services, or supplemental security income;
 - (b) Receiving an annual income, after taxes, of up to one hundred fifty percent or less of the current federally established poverty level, or receiving an annual income not exceeding a higher qualifying income established by the county legislative authority; or
 - (c) Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

***In 2018 County Council voted to annually update the income threshold and set the threshold for 2018 at 60% Area Median Income (AMI)**

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Programs and Services

“Serving those who served us so honorably”

Temporary Financial Assistance

151

- Rental Deposits
- Rental eviction/mortgage foreclosure prevention
- Utility assistance (power, water, gas, trash)
- Limited and unusual medical bills not covered by VA (dentures, large prescription co-pays)
- Car payments, car insurance or bus passes
- Other outstanding one time basic needs (hot water heater replacement, property taxes)

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Financial Counseling

- Conducted for all temporary financial assistance requests
- Provided by our office
 - Focus on promoting independence and self-sufficiency
- Referral to outside agencies for skill building and education
 - FLARE
 - Whatcom Dream
 - Love Inc

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Temporary Financial Assistance (Direct Assistance)

153

	2000-2012	2013	2014	2015	2016	2017	2018	2019
Total # of Vets for current year(s):	1497	79	83	75	66	60	91	57
Average amount per veteran	\$929.20	\$754.23	\$985.68	\$975.61	\$881.79	\$1,003.24	\$989.29	\$1,111.97
% of new usage	25%	52%	49%	69%	56%	57%	47%	56%

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Contracted Services

- Housing
- Transportation
- Legal Assistance

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Housing

- 1025 Veteran Households Served by Opportunity Council (2012-2018)
 - 418 Veteran's Funded Eviction Preventions
 - 366 Veteran's Funded Homeless Re-housings
 - 241 Veterans were served by non-Veteran Funding Sources
 - Reached functional zero in Veterans Homelessness

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Transportation

- Whatcom Veterans Transportation Program coordinated by the Opportunity Council (established 2012)
 - 85 veterans served
 - 1196 trips
 - 300 volunteer drivers
- WTA bus passes for workers and students
- Disabled Americans Veterans van to Seattle VA

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Benefits/Legal Assistance

157

- Contract with LAW Advocates to assist with non-criminal legal concerns
 - SSDI
 - SSI
 - proof of identity
 - Barriers to employment
 - Housing issues

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Other Programs and Services

- DSHS Child Support Officer for veterans
- Reentry services for incarcerated veterans
- VA work-study program
- Community Outreach
- Childcare assistance
- Burial assistance in accordance with RCW 73.08.070
- Case Management, information and referral regardless of income or discharge status
- Connection to VA and local substance use disorder treatment
- State and Federal Representation
 - Co-Chair ACHS Veterans' Committee
 - Member of Representatives' DelBene and Larsen Veterans' Boards

Community Partners

- **Opportunity Council**
- Whatcom Homeless Service Center
- Vietnam Veterans of America
- Disabled American Veterans
- Combat Veterans International
- Northwest Regional Council
- DSHS
- **LAW Advocates**
- Worksource
- Mt. Vernon VA Community Based Outreach Clinic
- Bellingham Vet Center
- Whatcom Community Detox
- Veterans Benefits Administration Seattle Regional Office
- Washington State Department of Veterans Affairs

*Bolded partners are contracted with County Veterans Assistance Fund dollars

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Highlights since 2018

- Defined childcare as a basic need
- Increased income eligibility levels in order to meet the need of local veterans
- Veterans Specialist became a nationally certified and accredited Veteran Service officer with the Veterans Administration and the Washington State Department of Veterans Affairs
- Veterans Specialist serves as Co-Chair of ACHS Veterans Committee
- Created Veterans listserve/email distribution list to better connect the Veteran community
- Hired Ann Beck, the Human Services Supervisor
- Human Services intern investigating ways to improve local VHA healthcare for Veterans

Veteran Service Officer

161

- Certified and Accredited through Washington State Department of Veterans Affairs
- Federal Accreditation with the Veterans Benefits Administration
 - Direct communication with VA-no middleman
 - Access to VA database and cloud
- Coordinate Veterans with the VA
 - Medical Benefits
 - Disability pensions and compensation
 - Burial/death benefits
 - Education benefits
 - Discharge upgrades
- Partnered with the Veteran Navigators for monthly community outreach

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2019 Veteran Service Officer Stats

- 259 claims filed
- \$196,079 awarded in back pay
- 100% batting average on submitted claims
- Primary claims break down by type
 - 50% Agent Orange/Vietnam Claims
 - 25% Military Sexual Trauma
 - 25% miscellaneous
- Top claimed individual issues
 - tinnitus
 - PTSD
 - Agent Orange Presumptives

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2020 VA Compensation Pay Table

25.1% of Whatcom County Veterans are VA service connected

163

	Monthly Rate	with Spouse
10%	\$142.29	
20%	\$281.27	
30%	\$435.69	\$486.69
40%	\$627.61	\$696.61
50%	\$893.43	\$979.43
60%	\$1,131.68	\$1,234.68
70%	\$1,426.17	\$1,547.17
80%	\$1,657.80	\$1,795.80
90%	\$1,862.96	\$2,017.96
100%	\$3,106.04	\$3,279.22

Non Service Connected Pension for Combat Era Veterans is
\$1146/month per single, \$1501/month per couple

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Current Budget

Veteran's Budget Report					
With Fund Balance					
	Actual	Actual	Estimate	Budget	
	2017	2018	2019	2020	
Revenue from taxes	310,204	343,477	307,000	307,000	
Personnel	88,918	77,781	107,248	115,814	
Contracts	77,447	82,305	76,500	76,500	
Veteran's Assistance	60,220	91,364	75,000	75,000	
Program Support	1,023	1,030	2,950	2,950	
Total Direct Expenses	227,608	252,480	261,698	270,264	
Administration	37,702	51,733	53,622	55,377	
Total Expenses	265,310	304,214	315,320	325,641	
Net	44,894	39,263	(8,320)	(18,641)	
Beginning Fund Balance	588,212	633,106	672,369	664,049	
Revenue	310,204	343,477	307,000	307,000	
Expense	265,310	304,214	315,320	325,641	
Ending Fund Balance	633,106	672,369	664,049	645,408	
Contract Detail:					
Law Advocates	2,204	1,281	390	3,000	
Opportunity Council Transport	2,363	1,982	3,662	3,000	
Opportunity Council-Housing for Veterans	72,880	80,323	39,446	70,500	
Total Veteran's Program Contracts	77,447	83,586	43,497	76,500	

Actionable Items

- Review and approve updates to County Codes 1.250 and 1.252 at a future County Council meeting
 - Review and adopt eligibility income threshold via Resolution
- (VAB recommends continuing at 60% AMI)

Please come visit us:

Whatcom Veterans Program Office
509 Girard Street
Creekside Level

“Serving those who served us so honorably”

SPONSORED BY: Health Department

PROPOSED BY: Veterans Program

INTRODUCTION DATE: 2/11/2020

RESOLUTION NO. _____

Whatcom County Veterans Assistance Program Eligibility Income Standard

WHEREAS, Washington State law, RCW 73.08.005.B, assigns the county legislative authority, and Whatcom County Code, Chapter 2.150, allows the County Council and the County Executive the authority to set the eligibility income guidelines of the Veterans Assistance Fund;

WHEREAS, An eligibility income level based on 60% of Area Median Income more accurately reflects the income eligibility level required to meet basic needs of local low income Veterans than the previous 150% of the Federal Poverty Level;

WHEREAS, the Whatcom County Veterans Advisory Board, formally established in Whatcom County Code, Chapter 2.150, supports the amount of the Veterans Assistance Program eligibility income level as 60% of Area Median Income in order to meet the needs of local lower income Veterans;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Veterans Assistance Program eligibility income guideline shall continue to be based on 60% of the Area Median Income.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council 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: AB2020-009

File ID:	AB2020-009	Version:	1	Status:	Agenda Ready
File Created:	12/26/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Report		
Assigned to:	Council Criminal Justice and Public Safety Committee				Final Action:
Agenda Date:	02/11/2020				Enactment #:

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

TITLE FOR AGENDA ITEM:

Report from the Incarceration Prevention & Reduction Task Force

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Report



Whatcom County Incarceration Prevention and Reduction Task Force

2020 New Year Report

February 2020

TASK FORCE MEMBERS

Angela Anderson / Maia Vanyo

Chief Deputy, Whatcom County Public Defender

Travis Brockie

Lummi Nation

Barry Buchanan

Whatcom County Council

Anne Deacon

Human Services Manager, Whatcom County Health Department

Jerry DeBruin / Mike Hilley

Fire District 14 Chief / Whatcom County EMS Manager

David Doll

Police Chief, City of Bellingham

Bill Elfo

Whatcom County Sheriff

Arlene Feld

Citizen Representative

Heather Flaherty

Citizen Representative

Deborra Garrett

Superior Court Judge

Stephen Gockley, Co-Chair

Co-Chair; Health and Social Services Representative

Daniel Hammill

Council Member, City of Bellingham

Deborah Hawley

Consumer Representative

Jack Hovenier, Co-Chair

Co-Chair; Consumer Representative

Raylene King

Blaine Court Administrator

Scott Korthuis

Mayor, City of Lynden

Kelli Linville/Seth Fleetwood

Mayor, City of Bellingham

Byron Manering

Executive Director, Brigid Collins

Moonwater

Executive Director, Whatcom Dispute Resolution Center

Eric Richey

Whatcom County Prosecuting Attorney

Darlene Peterson

Court Administrator, Bellingham Municipal Court

Eric Petersen

Washington State Department of Corrections

Dave Reynolds

Whatcom County Superior Court Administrator

Tyler Schroeder

Whatcom County Deputy Executive Representative

Kevin Turner

Police Chief, City of Ferndale

Bruce Van Glubt

Whatcom County District Court

Greg Winter

Executive Director, Opportunity Council

TASK FORCE COMMITTEES*

BEHAVIORAL HEALTH COMMITTEE

Doug Chadwick

Dan Hammill: Co-Chair

Byron Manering

Kelli Linville

Ryan King

Mike Parker: Co-Chair

Megan Ballew

CRISIS STABILIZATION FACILITY COMMITTEE

Doug Chadwick

Anne Deacon: Chair

Todd Donovan

Jack Hovenier

Michael McCauley

Tyler Schroeder

LEGAL AND JUSTICE COMMITTEE

Angela Anderson / Maia Vanyo

Bill Elfo

Arlene Feld: Co-Chair

Heather Flaherty

Deborra Garrett

Stephen Gockley

Deborah Hawley

Raylene King: Co-Chair

Moonwater

Darlene Peterson

Eric Peterson

Peter Ruffatto

INDEX COMMITTEE

Ryan Anderson

Brenda Beeman

Barry Buchanan

Doug Chadwick

Amy Ebanal

Caleb Erickson

Erin Herschlip

Amy Hockenberry

Wendy Jones

Marty Mulholland

Christine Paulson

Darlene Petersen

Courtney Polinder

Dave Reynolds

Perry Rice

Tyler Schroeder: Chair

Bruce Van Glubt

*Task Force Committees may include Task Force members, their proxies, or other agency staff or community members.

I. Introduction to Task Force Efforts

PURPOSE. In July 2019, the County Council amended the Task Force reporting requirements from one update to two updates per year. The Task Force submitted its written Annual Report to the County Council in June 2019. This is a brief update on the Incarceration Prevention and Reduction (IPR) Task Force accomplishments to the end of the year and plans for 2020.

A. 2019 Update

- ***Task Force Becomes Law & Justice Council***

Washington State statute requires counties to have a Law and Justice Council to address issues related to coordination with other jurisdictions, jail management, and offender information. The County Council's July 2019 ordinance amended the IPR Task Force purpose and function to assign the role of the Law & Justice Council to the IPR Task Force.

- ***Task Force Creates the Service Inventory and Strategic Plan***

The IPR Task Force approved the first iteration of its Sequential Intercept Service Inventory and Strategic Plan in October. *(See attached)* The document inventories existing services and programs and defines a process for the Task Force to incorporate new proposals into its work plan. The intent is for the plan to be a living document that evolves over time as programs and projects are added or removed.

- ***Task Force Guides the Work of the Committees***

The majority of the Task Force work is done at the committee level. The full Task Force has adjusted its regular meeting schedule to every other month to hear committee and program updates, provide guidance in moving forward, and make recommendations to the County Council.

The IPR Task Force received regular updates on several new programs that were launched in 2019, including the Ground-level Response and Coordinated Engagement (GRACE) Program, Law Enforcement Assisted Diversion (LEAD) Program, Superior Court Pretrial Services, the Intergovernmental Policy Academy, and new funding opportunities.

- ***The Award Winning Task Force***

In November, the IPR Task Force was awarded the Peace Builder Award for Public Service by the Whatcom Dispute Resolution Center at its 17th Annual Peace Builder Gala. Task Force members past and present participated in a short [documentary film](#) about the work of the Task Force and attended the ceremony.

B. What's Next in 2020

- ***Budget Year***

For Whatcom County and the City of Bellingham, 2020 is a budget preparation year for their biennial 2021-2022 budgets. The Task Force will look at current behavioral health and law and justice revenue and expenditures, and may make recommendations to County and City councils and administrators.

- ***Communications Planning***

After nearly 4 years of work, the IPR Task Force has accomplished many goals. Members of the Task Force believe it's important for the county's residents to learn about the scope and breadth of their achievements. To meet that goal, the Task Force will develop a communication strategy to inform the public about Task Force efforts and successes.

- ***Engage with the State Legislative Process***

Many statutes that impact local behavioral health and criminal justice efforts originate in the Washington State legislature. Addressing the challenges to these systems is becoming a priority across the state. Proposals in the State legislature to changes rules and regulations may impact local systems. The Task Force will begin to engage in the State legislative process on issues related to the IPRTF and review proposals as they develop, including proposals that contain a funding component. As necessary, the Task Force will make recommendations to both local and State officials.

- ***Assess Best Practices***

A continuing role of the IPRTF is to assess best practices, determine whether programs are using best practices, and promote their use. The IPRTF will continue to evaluate programs based on current best practices and evidence-based success.

II. Committee Updates and Next Steps

COMMITTEE WORK. Throughout the 2019 spring and summer, all committees assisted the Steering Committee in completing the IPR Task Force Sequential Intercept Service Inventory and Strategic Plan. To complete the service inventory, committees identified existing behavioral health and criminal justice programs, whether they are fully or partially funded and staffed, and gaps in services that need to be filled.

Legal and Justice System Committee

A. 2019 Update

- ***New Committee Leadership***

In July, the Committee appointed Arlene Feld and Raylene King as the new committee co-chairs.

- ***Specialized Law Enforcement Deployed Throughout the County***

In 2019, both the Sheriff and the Bellingham Police have deployed officers and hired contractors to respond to people experiencing a behavioral health crisis. Those specialized officers spoke with the Committee in September and at a Joint Behavioral Health and Legal and Justice Committee meeting in November. Officers described the dramatic increase in recent years in calls that include a behavioral health component, how their caseloads help people with behavioral health issues involved in the criminal justice system, and the need in the community for more treatment providers, housing, job, and transportation services.

- ***Jail Reentry***

Authorities at all levels in the local criminal justice system have expressed a need for more and better reentry services for inmates being released from the Whatcom County jail as well as other incarceration facilities. In October, the committee received presentations from Benita Bowen, Goodwill Industries, and David Goldman, inmate educator contracted through Whatcom Community College. The presenters described the importance of empowering inmates to lead successful lives by providing learning and skill-building opportunities while still in jail, developing a comprehensive and individualized reentry plan as soon as someone becomes incarcerated, and following up with adequate wraparound services

B. What's Next in 2020

- ***Jail Reentry***

Recent presentations have informed the committee as it begins work on reentry programs in Whatcom County, which encompasses an entire intercept level on the strategic plan. The committee will review current reentry models and best practices that will build upon existing reentry services.

- ***Supporting Specialized Law Enforcement***

In response to presentations from behavioral health specialized law enforcement officers, the committee will begin exploring opportunities to support their efforts.

Crisis Stabilization Facility Committee

A. 2019 Update

- ***Construction Has Begun***

The County broke ground on September 30 for the new 32 bed dual mental health treatment/substance use stabilization facility. The construction contract was awarded to Tiger Construction, and construction will take approximately 9 to 14 months. As the facility nears completion, the committee's charge to develop plans for a new or expanded facility also nears completion.

- ***Data Requirements Included in Provider Leases***

Compass Health and Pioneer Human Services were chosen as the service providers for the mental health treatment unit and the substance use disorder unit of the new facility. The committee developed a list of data reporting requirements for these vendors, which were incorporated into their current treatment contracts. Their lease agreements with the County will also incorporate these data reporting requirements. These data reports will inform the County and the IPR Task Force on future policy and funding recommendations and decisions.

B. What's Next in 2020

- ***Launching an Efficient and Successful Program***

The committee will continue to monitor the processes needed for efficient functioning of the new facility. The committee will provide a venue and opportunity for frequent communication between the service providers, law enforcement, and first responders. In addition, the committee will ensure that the service providers submit regular data reports and monitor program success.

- ***Continuing the Search for Operational Funds***

The committee will continue to engage with Federal and State legislators and the Governor to continue the search for stable and adequate funding sources for ongoing operations.

Behavioral Health Committee

A. 2019 Update

- **Roadmap for Prevention Interventions**

The July 2019 County Council ordinance expanded the Task Force purpose to include identifying, examining, and recommending programs and policies that focus on intervention and prevention strategies that are pursuant to incarceration. The Committee embarked upon a course of action to learn more about the existing early intervention and prevention programs throughout the county. (See Sidebar)

Presentations Received:

- ✓ GRACE
- ✓ Lummi Behavioral Health
- ✓ Bellingham School District
- ✓ Domestic Violence and Sexual Assault Services (DVSAS)
- ✓ Brigid Collins Family Support Center

Presentations To Be Scheduled:

- ☐ School Districts
- ☐ Health Department: school services
- ☐ Northwest Youth Services
- ☐ Child Protective Service (CPS) services
- ☐ Peace Health pediatricians

B. What's Next in 2020

- **Continuing Review of Early Intervention & Prevention Services**

The Committee will continue to review existing programs and services available to children, young adults, and families that provide positive impacts to the social determinants of health and risk factors for criminal behavior.

- **Explore New Programs**

The committee will continue to explore evidenced-based and promising practices in Behavioral Health with Whatcom County service providers and law enforcement.

Information Needs & Data Exchange (INDEX) Committee

A. 2019 Update

- **New Jail Website is Launched**

The Sheriff's Office recently launched the new [Inmate Database](#) on the County's website. A workgroup of committee members, led by Lt. Caleb Erickson and Perry Rice, County Information Technology Manager, lead the project, which provides much more information on jail bookings. Information can be arranged by various fields and is also searchable.

- **Data Availability is Improved**

Lack of timely information on the status of inmates held in custody can impede timely case processing. County technical staff are working with the INDEX committee to develop reports on inmate status. Each court agency will receive a customized report on inmates' time served as sentenced by the courts, and city prosecutors will receive a point-in-time report on who is in jail on their city cases. Additionally, the workgroup redesigned the County's web pages to enhance the availability and clarity of data available to the public and policy makers.

- ***Engaging with State on New Software System***

The State's Administrative Office of the Courts has been engaged in a project to select a new data management system for courts of limited jurisdiction throughout the state, including District Court and local municipal courts. The system chosen is crucial to daily operations of many local court systems in the county. The INDEX Committee has been working with State representatives on the State's progress and to providing recommendations on how any new State system must integrate with the existing systems in the County and local municipalities.

B. What's Next in 2020

- ***Statistical Monitoring and Trend Analysis of New Programs***

The INDEX committee will develop a process to help new programs and services set up a system for data collection and monitoring. New programs will benefit from generating baseline data prior to program launch. Identifying relevant benchmarks, continually monitor benchmark data, and engaging in trend analysis will gauge a program's efficacy. Having accurate data and trend analysis enhances opportunities for grant funding, better informs the community, and provides feedback to the Task Force on the success of current programs.

- ***Respond to Task Force and Committees' Policy Questions***

As shown in the IPR Task Force Sequential Intercept Service Inventory and Strategic Plan, the INDEX Committee works across all intercept levels to help the Task Force, its committees, and policy-makers identify and monitor data needed to respond to specific policy questions.

- ***Continue Refining Data Sharing Among Jurisdictions***

In addition to developing data to answer policy questions, the INDEX Committee plays a role in connecting local jurisdictions and agencies to expedite information sharing. New data collection systems will come online in several local and state agencies, which will enhance data accessibility. Data collected from new programs, including the Ground-level Response and Coordinated Engagement (GRACE) program and the new Crisis Stabilization Facility will need to be integrated into the committee's data matrix. *(See attached)* The Committee will continually update the data matrix and develop cross-jurisdictional data sharing reports to increase efficiencies in the overall criminal justice system.

Exhibit A:

Incarceration Prevention and Reduction Task Force

Sequential Intercept
Service Inventory and Strategic Plan



Service Inventory and Strategic Plan

December 2019
Updated February 2020

IPR TASK FORCE MEMBERS

to

- ☐ **Barry Buchanan**, Whatcom County Councilmember
- ☐ **Anne Deacon**, Human Services Manager, Whatcom County Health Department
- ☐ **David Doll**, Chief, Bellingham Police Department
- ☐ **Bill Elfo**, Sheriff, Whatcom County Sheriff's Office
- ☐ **Arlene Feld**, Citizen Representative
- ☐ **Heather Flaherty**, Citizen Representative
- ☐ **Deborra Garrett**, Superior Court Judge, Whatcom County
- ☐ **Stephen Gockley**, Health & Human Services Representative
- ☐ **Dan Hammill**, Bellingham City Council Member
- ☐ **Deborah Hawley**, Consumer Representative
- ☐ **Mike Hilley**, Emergency Medical Services (EMS) Manager, Dept. of Emergency Management Services, Whatcom County
- ☐ **Jack Hovenier**, Consumer Representative
- ☐ **Raylene King**, Municipal Court Administrator, City of Blaine
- ☐ **Scott Korthuis**, Mayor, City of Lynden
- ☐ **Seth Fleetwood**, Mayor, City of Bellingham
- ☐ **Byron Manering**, Executive Director, Brigid Collins Family Support Center
- ☐ **Moonwater**, Executive Director, Whatcom Dispute Resolution Center
- ☐ **Eric Petersen**, Washington State Department of Corrections
- ☐ **Darlene Peterson**, Municipal Court Administrator, City of Bellingham
- ☐ **Dave Reynolds**, Superior Court Administrator/Court Clerk, Whatcom County
- ☐ **Eric Richey**, **Prosecutor**, Whatcom County Prosecutor's Office
- ☐ **Tyler Schroeder**, **Deputy Executive**, Whatcom County Executive's Office
- ☐ **Kevin Turner**, **Chief**, Ferndale Police Department
- ☐ **Bruce Van Glubb**, District Court Administrator, Whatcom County
- ☐ **Maia Vanyo**, Chief Deputy Public Defender, Whatcom County Public Defender's Office
- ☐ **Greg Winter**, Executive Director, Opportunity Council

STRATEGIC PLAN EXECUTIVE SUMMARY

Purpose

The Incarceration Prevention and Reduction (IPR) Task Force service inventory and strategic planning document serves several purposes. It catalogs existing programs and services, identifies gaps, and provides the Task Force a process to vet and prioritize new or expanded program proposals. For the service inventory to function as a strategic planning document, proposals for new programs would be submitted on a Project Proposal Request for Review form to the full Task Force for review and, if appropriate, placed along the continuum of services.

The plan is also an education and information tool for Task Force members, local governing bodies, and the public to determine whether existing programs and services have adequate resources and where new programs are needed. The intent of the IPR Task Force is for the plan to be a living document that evolves over time as new programs and projects are added or removed, to respond to changing trends in the community, and to adjust to emerging best practices in the criminal justice and behavioral health fields.

Background

In January 2018, the IPR Task Force engaged in a prioritizing process in which various proposed programs and recommendations were assigned to IPR Task Force Committees. The Planning Session Final Report identified that the next step was to develop an overall Task Force work plan. Furthermore, the Task Force enabling ordinance specifically directs the Task Force to develop or enhance programs “designed along a continuum that effectively reduces incarceration....”

In April 2019, the Steering Committee began the final phase of completing an overall strategic plan to identify and prioritize projects and proposals that come before the IPR Task Force. This strategic plan will identify gaps in the system, where resources are lacking, and where priorities should be focused.

Steering Committee members chose the behavioral health sequential intercept as a model to organize programs and services. In addition to traditional intercept levels found in behavioral health models, the Task Force added Intercept 0 to include early interventions and community investments in the social determinates of health that may protect against criminogenic risk factors.

The first step in creating a strategic plan was to inventory existing programs that make an impact on preventing and/or reducing incarceration. Committees identified existing programs, whether they’re fully or partially funded and staffed, and existing gaps in services. Programs were plotted at the appropriate points along the intercept continuum. Finally, the IPR Task Force defined how to use the service inventory as a strategic planning document.

SEQUENTIAL INTERCEPT LEVELS

Elements of the Sequential Intercept Model

The Sequential Intercept Model was developed by Mark Munetz, MD, Patricia A. Griffin, PhD, and Henry J. Steadman, PhD. It was developed as a conceptual model to inform community-based responses to the involvement of people with mental and substance use disorders in the criminal justice system. Within the criminal justice process, there are multiple points - called intercepts - in which a person with behavioral health disorders may be diverted into mental health and substance use disorder services.

INTERCEPT 0: Community Services

An individual's chance of being incarcerated is influenced by a number of factors and experiences, many of which may take place before birth.

At Intercept 0, agencies promote improved health and the reduction of criminal behavior through prevention, intervention, treatment, and aftercare (PITA).

- **Prevention** programs build foundations for healthy lives at the individual, family, and community level.
- **Intervention** programs identify emerging problems, target unhealthy behaviors and support individuals with mental illness, substance use disorder, housing instability and/or legal problems.
- **Treatment** programs provide treatment to stabilize individuals, including incarcerated individuals, with mental illness or substance use disorders.
- **Aftercare** programs focus on behavioral health support and housing stability, especially after treatment, to reinforce healthy behaviors and to support long-term recovery and crime-free lifestyles.

INTERCEPT 1: Law Enforcement

An individual's first point of contact with law enforcement and/or emergency services happens at this intercept level. Officers and responders make critical decisions about whether an individual should be taken into custody. More and more often, untreated behavioral health issues such as mental illness and/or substance use disorder are prevalent in the criminal justice system. There is a strong correlation between substance use disorders and criminogenic behavior. In many cases, getting treatment for behavioral health issues is the best option for helping someone successfully exit the criminal justice system and become a healthier community member.

SEQUENTIAL INTERCEPT LEVELS (CONT'D)

INTERCEPT 2: Initial Detention/ Court Hearing

During pretrial detention and initial court hearings, an individual can be more thoroughly evaluated by behavioral health professionals who can make a recommendation on necessary treatment to judicial officers. Whenever possible, diversion to a restorative program is a preferred alternative to incarceration.

INTERCEPT 3: Jail / Courts

Individuals who continue through the court process are screened for behavioral health disorders and may be diverted to a community court or specialized treatment court in which treatment is supervised by a judicial officer. If incarcerated post-conviction, jail-based programs help individuals begin treatment and/or learn skills necessary for a successful transition after release.

INTERCEPT 4: Reentry

The transition from incarceration back to the community usually begins before release, and an individualized reentry plan is critical to a successful transition. Necessary factors of a plan include uninterrupted access to medical services and community-based programs, supportive family and friends, and reliable housing and employment.

INTERCEPT 5: Post- Incarceration Community

When released from incarceration, an individual may engage in community-based programs that will continue to treat their mental health and/or substance use disorder and build on a foundation of healthy, positive, pro-social behaviors, with a goal of preventing future involvement in the criminal justice system.

* Programs in blue are developed or expanded through or in consultation with the Incarceration Prevention and Reduction Task Force

Intercept 0	Intercept 1	Intercept 2	Intercept 3	Intercept 4	Intercept 5
Community Services	Law Enforcement	Initial Detention/Initial Court Hearings	Jails/Courts	Reentry	Post-Incarceration Community Supports
Programs in Place:	Programs in Place:	Programs in Place:	Programs in Place:	Programs in Place:	Programs in Place:
0.A See list of services, including: <ul style="list-style-type: none"> Appendix A: Health Department community health programs Community Paramedic Community Outreach and Treatment GRACE Program Youth, Young Adult, Adult, and Family conflict resolution and skill-building Homeless outreach and services Medication Assisted Treatment 	1.A See list of services, including: <ul style="list-style-type: none"> Neighborhood Policing Specialized training for law enforcement, first responders, and case managers Tuancy/discipline school-based services Law Enforcement Diversion Crisis Stabilization Facility Specialized training for case managers GRACE Program Behavioral health specialized law enforcement deputies & officers Mobile Crisis Outreach Team (MCOT) 	2.A See list of services, including: <ul style="list-style-type: none"> Mental Health Screening Suicide Assessment Pretrial Risk Assessment Pretrial Services Electronic Home Monitoring in Lieu of detention when applicable Phone call and text reminders for select court calendars Pretrial SCRAM, GPS EHM Warrant quash Behavioral Health staff in Public Defender's Office 	3.A See list of services, including: <ul style="list-style-type: none"> APPENDIX A: Health Department community health programs APPENDIX B.1 and B.2: Sheriff's Office Corrections Bureau Programs Specialized courts Enhanced Drug Court Pretrial assessment and services Expanded EHM and pretrial release Court & appt. text and phone reminders Reduced fees and increased eligibility for jail alternatives 	4.A See list of services, including: <ul style="list-style-type: none"> Short term housing to stabilize Health Dept. Jail Reentry Program Prescriptions and access to prescriptions upon release Specialized Behavioral Health Unit in District Court GRACE Program 	5.A See list of services, including: <ul style="list-style-type: none"> Specialized Behavioral Health Program Peer-to-peer community supports (12-step programs, volunteer organizations) Community medication assisted treatment GRACE Program conflict resolution training and skill building workshops Family assistance programs City Gate Supportive Housing
Programs in place with resource shortage:	Programs in place with resource shortage:	Programs in place with resource shortage:	Programs in place with resource shortage:	Programs in place with resource shortage:	Programs in place with resource shortage:
0.B See list of services, including: <ul style="list-style-type: none"> Supportive housing for various populations Employment resources 	1.B See list of services, including: <ul style="list-style-type: none"> Community Outreach and Recovery Support (CORS) Specialized law enforcement officers and direct referral to Mobile Crisis Outreach Team CSF funding non-Medicaid beds 	2.B See list of services, including: <ul style="list-style-type: none"> Mental Health-Assisted Outpatient Treatment / Lesser Restrictive Orders (LRO) Superior Court pretrial services unit 	3.B See list of services, including: <ul style="list-style-type: none"> APPENDIX B.3: Sheriff's Office Corrections Bureau Programs Vocational and Literacy Training for Offenders Jail (MAT) program DV offender treatment 	4.B See list of services, including: <ul style="list-style-type: none"> Incarceration Reentry Services Community-based reentry service Connection to medical and BH Treatment, including DV Jail Re-entry Specialist Expanded employment services 	5.B See list of services, including: <ul style="list-style-type: none"> Clean and sober housing Community SUD Treatment CJTA Rental Assistance Supportive Shelters Improve pathway for voluntary removal of protection orders / DV/SAS services

Programs needed but not in existence:	Programs needed but not in existence:	Programs needed but not in existence:	Programs needed but not in existence:	Programs needed but not in existence:
0.C See list of services, including: <ul style="list-style-type: none">• Family support programs• Homeless services• Supportive housing for various populations• Employment resources	1.C See list of services, including: <ul style="list-style-type: none">• CSF Discharge Plans• Additional crisis response officers and DCRs• Triage for juveniles	2.C See list of services, including:	3.C See list of services, including: <ul style="list-style-type: none">• Young adult court & reduced incarceration• Jail intensive case manager• Enhanced MAT program	4.C See list of services, including: <ul style="list-style-type: none">• Reentry navigators• Warm handoff• Employment assistance• Benefits enrollment• Peer reentry specialists
5.C See list of services, including: <ul style="list-style-type: none">• Supportive housing• ¾ recovery house• Employment assistance				

Affordable supportive housing is necessary across all intercept levels. The INDEX Subcommittee works to support policy and program data efficiency enhancements across all intercept levels.

In addition to expanding existing and developing new programs, the Task Force will continue to identify best practices and engage in ongoing review and monitoring of current programs for quality assurance purposes. The Task Force will first prioritize specific requests from the Whatcom County Council.

INTERCEPT 0:

COMMUNITY SERVICES

Items in blue indicate items that have been before the Incarceration Prevention and Reduction Task Force, or one of its committees.

A. Programs in Place:

- SEE APPENDIX A: Health Department, Human Services Division, community health programs
- Gang prevention programs
- Community Paramedic
- Opiate Outreach and Engagement
- **GRACE Program**
- **School District Prevention Programs (various school districts)**
- Homeless Outreach Team (HOT) (Opp. Council)
- Projects for Assistance in Transition from Homelessness (PATH)
- **Community Medication Assisted Treatment (various agencies and medical professionals)**
- Whatcom Dispute Resolution Center (WDRC) youth restorative practices/justice services and conflict resolution training
- WDRC adult conflict resolution training and skill building workshops
- Parent Child Assistance Program (PCAP)
- **Brigid Collins Parenting Academy**

B. Programs in place with resource shortage:

- Sex offender ADA accessible housing
- Affordable housing: clean and sober and other specialty housing
- Employment resources – include “second chance employers”
- Supportive shelters
- Eviction Prevention assistance

C. Programs needed but not existing:

- Safe Storage
- Northwest Youth Street Outreach Team (NWYS)
- Eliminate criminalization of homelessness

INTERCEPT 1: LAW ENFORCEMENT

Items in blue indicate items that have been before the Incarceration Prevention and Reduction Task Force, or one of its committees.

A. Programs in Place:

- Neighborhood Policing
- Specialized training for law enforcement and first responders
- Truancy/discipline school-based services
- Law Enforcement crisis intervention team (CIT) training
- Crisis Stabilization Facility (Mental Health and addiction stabilization services)
- Specialized training for case managers
- GRACE Program
- Behavioral health specialized law enforcement officers & deputies (multiple jurisdictions)
- Law Enforcement Assisted Diversion (LEAD)
- Mobile Crisis Outreach Team (MCOT)

B. Programs in place with resource shortage:

- Community Outreach and Recovery Support (CORS)
- Law enforcement direct referral to Mobile Crisis Outreach Team
- Funding CSF beds for non-Medicaid individuals, especially 12-hour holds
- Additional BH trained officers

C. Programs needed but not existing:

- Seamless protocol for CSF discharge treatment plans for individuals admitted on a 12-hour peace officer hold
- Dedicated DCR to BPD/WCSO
- DCR procedures evaluation
- Triage Mental health triage unit for juveniles

INTERCEPT 2:

INITIAL DETENTION/INITIAL COURT HEARINGS

Items in blue indicate items that have been before the Incarceration Prevention and Reduction Task Force, or one of its committees.

A. Programs in Place:

- Mental Health Screening
- Suicide Assessment
- **Superior Court & District Court Pretrial Assessment and Services Units**
- **Electronic Home Monitoring in Lieu of detention when applicable**
- District Court phone call and text reminders for select court calendars
- District Court Pretrial Electronic Equipment Program
- Bellingham Municipal Court: Pretrial Risk Assessment
- Bellingham Municipal Court: Pretrial SCRAM
- Bellingham Municipal Court: Pretrial GPS EHM
- Bellingham Municipal Court: 2x/week warrant quash

B. Programs in place with resource shortage:

- Mental Health-Assisted Outpatient Treatment / Lesser Restrictive Orders (LRO)
- **Superior Court Pretrial Services Unit**

C. Programs needed but not existing:

INTERCEPT 3:

JAILS / COURTS

Items in blue indicate items that have been before the Incarceration Prevention and Reduction Task Force, or one of its committees.

A. Programs in Place:

- *SEE APPENDIX B, Sections 1 and 2: Sheriff's Office Corrections Bureau Programs*
- DUI Victim Impact Panel
- Work and School release
- In-custody work crew
- Specialized courts (Teen, **Drug**, Mental Health, Family)
- **Enhanced Drug Court**
- Health Dept. Jail Behavioral Health Program
- **Sheriff's Office reduced barriers to jail alternatives (financial, minimum requirements, application process)**
- **Expanded out-of-custody work crew**
- **Increased work release capacity**
- District Court Post-Conviction Electronic Equipment Program
- Homeless Outreach Team (HOT)
- Coordinated Entry Referral Specialist
- Bellingham Municipal Court: Mental Health Court, DV Court, EHM in lieu of incarceration
- District Court High Risk DV Unit, court text messaging
- Juvenile Court Behavioral Health Program

B. Programs in place with resource shortage:

- *SEE APPENDIX B Section 3: Sheriff's Office Corrections Bureau Programs*
- Vocational and Literacy Training for Offenders, with bilingual accessibility
- Jail Medication Assisted Treatment (MAT) program
- Dedicated housing for drug court participants
- Increased warrant quash opportunities
- Housing Lab in Jail
- LROs – increased leverage, impact, and efficacy
- **DV offender treatment**

C. Programs needed but not existing:

- Young Adult Court
- **Young Adult reduced incarceration**
- **Court processing and case workload efficiency improvements**
- Brigid Collins family support services
- Intensive case manager for the jail
- MAT – include possibility of temporary release for evaluation and new treatment

INTERCEPT 4:

REENTRY

Items in blue indicate items that have been before the Incarceration Prevention and Reduction Task Force, or one of its committees.

A. Programs in Place:

- Short term housing to stabilize
- Health Dept. Jail Reentry Program for individuals with behavioral health issues
- Prescriptions and access to prescriptions upon release
- Specialized Behavioral Health Unit in District Court
- **GRACE**

B. Programs in place with resource shortage:

- Jail Reentry Services, including from contracted jail service agencies
- Community-based reentry service
- Access to mental health treatment
- Sheriff Corrections: 2nd full-time re-entry specialist
- **Goodwill re-entry employment services**
- Employment resources – include “second chance employers”
- Expand work release
- Improve pathway for voluntary removal of protection orders / DVSAS services
- Brigid Collins family support services

C. Programs needed but not existing:

- Forensic program for Assertive Community Treatment (FACT)
- Reentry navigators
- Sheriff's Office Corrections Bureau: Reentry services for release from incarceration other than Whatcom County jail.
- Warm handoff – reentry services
- Employment assistance
- D/C planning and mainstream benefits re-enrollment
- Peer re-entry specialists

INTERCEPT 5:

POST-INCARCERATION COMMUNITY SUPPORTS

Items in blue indicate items that have been before the Incarceration Prevention and Reduction Task Force, or one of its committees.

A. Programs in Place:

- Specialized Behavioral Health Program
- Community Outreach
- Peer-to-peer community supports (12-step programs, volunteer organizations)
- Community Medication Assisted Treatment
- **GRACE**
- WDRC adult conflict resolution training and skill building workshops
- Parent Child Assistance Program (PCAP)
- City Gate Supportive Housing

B. Programs in place with resource shortage:

- Behavioral health treatment (mental illness and substance use disorder)
- Clean and sober housing
- Community SUD Treatment
- CJTA Rental Assistance
- Supportive Shelters
- **Domestic violence perpetrator treatment**

C. Programs needed but not existing:

- 24/7 staffed permanent supportive housing
- Behavioral Health consultation to housing providers
- **Recovery house (3/4 way house after treatment)**
- Sex offender ADA accessible housing
- City Ambassadors / hiring program like Metropolitan Improvement District in Seattle
- Safe storage

APPENDICES

APPENDIX A: Health Department, Human Services Division, community health
programs Pages 13-14

APPENDIX B: Sheriff’s Office Corrections Bureau Programs Page 15

Appendix A: BH SALES TAX PROGRAMS & SERVICES

PARENTING SUPPORT FOR HEALTHY CHILDHOODS AND UPSTREAM PREVENTION

- *Nurse Family Partnership**
- *Strengthening Families*
- *Building Healthy Communities*
- *Community Coalitions*
- *Youth And Family Behavioral Health*
- *In-School Prevention / Intervention Services*
- *Communities in Schools*
- *Sendan Center*
- *Whatcom Dispute Resolution Center*
- *Community Resilience Research*

DRUG ABUSE PREVENTION FOR ADULTS

- *Prescription Take Back Pilot Program*
- *Prescription Lockboxes And Safe Storage*
- *Opiate Addiction Outreach & Education*

BEHAVIORAL HEALTH TREATMENT & SUPPORT

- *Mental Health Crisis Triage Services*
- *Detox Services*
- *Substance Use Disorder Treatment Services*
- *Syringe Services Mobile Unit*

SPECIALTY COURT PROGRAMS AND OTHER LEGAL ALTERNATIVES

- *Drug Court*
- *Family Treatment Court*
- *Mental Health Court*

BEHAVIORAL HEALTH SUPPORT FOR OFFENDERS IN CRIMINAL JUSTICE SYSTEM

- *Jail Behavioral Support and Re-Entry*
- *Psychotropic Medications and Community-Based Connections Upon Release*
- *Interim Housing*
- *Special Behavioral Health Unit in Probation*
- *Juvenile Court Behavioral Health Services*

OTHER COMMUNITY SUPPORT OPTIONS

MORE INTENSE HOUSING AND BEHAVIORAL HEALTH ASSISTANCE

- *Staffed Permanent Supported Housing*
- *Transitional and Semi-Independent Housing Support (OC< Lydia Place, NWYS, 22 North, CityGate, SunHouses)*
- *Mental Health Services*
- *Behavioral Health Offender Domestic Violence*
- *Supported Employment for Youth (NWYS)*
- *Law Advocates- Access ID*
- *Professional Training & Workforce Development*
- *Crisis Intervention / Hostage Negotiation Training for First Responders**
- *Sustainable Connections*
- *Sean Humphrey House*

POLICY DEVELOPMENT AND SYSTEM COORDINATION

- *Incarceration Prevention/Reduction Task Force*
- *Ground-level Response And Coordinated Engagement (GRACE)**



PROGRAMS & SERVICES WHICH ARE SUPPORTED BY OTHER FUNDING SOURCES

PARENTING SUPPORT FOR HEALTHY CHILDHOODS AND UPSTREAM PREVENTION

- Youth Street Outreach Team
- Parenting Academy
- Growing Together and Parent Child Assistance Program
- Youth Marijuana Prevention And Education

DRUG ABUSE PREVENTION FOR ADULTS

- Pharmaceutical Stewardship Ordinance

BEHAVIORAL HEALTH SUPPORT

- Mobile Crisis Outreach Team (MCOT)
- Program for Assertive Community Treatment (PACT)
- Substance Use Disorder Services

SPECIALTY COURT PROGRAMS AND OTHER LEGAL ALTERNATIVES

- Teen Court
- Non-Incarcerated Pretrial Supervision
- Electronic Home Detention / Monitoring
- DUI Victim Impact Panel
- Cite and Release

BEHAVIORAL HEALTH INTEGRATION WITH PUBLIC SAFETY AND FIRST RESPONDERS

- Neighborhood Police Officers and Deputies
- Community Paramedic

BEHAVIORAL HEALTH SUPPORT FOR OFFENDERS IN CRIMINAL JUSTICE SYSTEM

- Jail Behavioral Support and Re-Entry

OTHER SUPPORT OPTIONS FOR OFFENDERS INVOLVED IN THE CRIMINAL JUSTICE SYSTEM

- Work Release and School Release
- Offender Work Crews
- GED Program for Offenders
- Financial Literacy for Offenders

MORE INTENSE HOUSING AND BEHAVIORAL HEALTH ASSISTANCE

- Community Outreach and Recovery Support (CORS)
- Project for Assistance in Transition from Homelessness (PATH)
- Homeless Outreach Team (HOT)

POLICY DEVELOPMENT AND SYSTEM COORDINATION

- Incarceration Prevention/Reduction Task Force*
- Ground-level Response And Coordinated Engagement (GRACE)*



Whatcom County Sheriff's Office Corrections Bureau Services: Alternatives and Programming

1. Programs in Conjunction with Full Custody:

- Inmate worker programs, both inside the facilities and on the In-Custody Work Crew Program
- GED preparation/tutoring
- Whatcom Literacy Council (1 on 1 tutoring, as needed).
- Bible Studies/ 1 on 1 Faith Based Counseling.
- Domestic Violence and Sexual Assault Services (Group meetings and emergency notification resource for individuals who have been victims of Sexual Assault/Domestic Violence)
- Assistance in resume writing, Interview Techniques and how to dress for a job interview.
- Alcoholics Anonymous / Narcotics Anonymous
- Homeless out-reach via the County HOT team.
- Parents for Parents group
- Work Source group counselling including how to prepare for an interview and finding work after incarceration.
- Goodwill programming including transition services to Goodwill.

2. Services in Custody to assist with underlying medical, behavioral health issues:

- Jail Health Programs involving Nurses, Physician, Advanced Registered Nurse Practitioner (ARNP), Dentist, and Medical Assistants.
- Mental Health Services involving 2 full time Mental Health Professionals (MHP's), 1 part-time Psychiatrist and 1 part time Psychiatric Advanced Registered Nurse Practitioner (ARNP-P). Provides crisis response and stabilization services, some crisis counseling and works with the emergency mental health system.
- Medication Assisted Treatment for offenders with Opioid Use Disorder (Began 9/2018 and continuing to expand).

3. Projects needed, in process, or planning:

- Improving information exchange between Corrections and other portions of the Criminal Justice System.
- Expanding the in-custody work crew opportunities to pre-trial offenders.
- Expansion of video visiting capabilities.
- Additional availability of onsite counselling for chemical dependency.
- Expanded inmate worker programs, both inside the facilities and on the In-Custody Work Crew Program
- Expanded space for GED preparation/tutoring
- Intensive case manager for jail inmates

PRIORITIZING POTENTIAL NEW PROGRAMS AND SERVICES



- Task Force members inventory the existing fully- or partially-funded programs throughout the community-wide system. Each program is identified to its appropriate place on the custom IPRTF Sequential Intercept Service Inventory.

2

- The Task Force makes policy recommendations on current gaps in the system that need to be addressed, and considers proposals based on those gaps.

3

- An individual or agency may propose a new or expanded program via the Project Review Request worksheet and submit to the full Task Force for review and possible assignment to committee.

4

- The Task Force may assign projects to a particular committee for review and inclusion on the individual committee work plans or retain a project for full Task Force discussion, review, and possible recommendation.

Project Proposal: Request for IPRTF Review: PART A

Please complete the following questions as completely as possible:

Proposed by (include contact phone and email): _____

Is this proposal specifically referred to the Task Force by the County Council? _____

Project description: _____

How does this proposal fit into the Task Force's purpose and function of incarceration prevention and reduction? (See WCC 2.46.020 & .030) _____

Does the project require involvement of multiple jurisdictions and/or agencies, or an agency other than your own? If so, which agencies, and have they reviewed, commented on, or committed to the project? _____

What is the project timeline for development, implementation, and ongoing monitoring? Will there be a phased implementation or a pilot program? _____

What are the proposed capital and/or operational costs? _____

What are anticipated funding sources, and is funding currently committed to the project? _____

What will be the anticipated return on investment? _____

Does the project follow evidence-based industry best practices to achieve the purpose of incarceration prevention and/or reduction? _____

Are there similar programs already in place in other jurisdictions? Would this be a duplication of existing efforts? Could a successful program in another jurisdiction serve as a model for a program locally? _____

Where would this project fall on the IPRTF Sequential Intercept Continuum? _____
If the proposal falls exclusively in Intercept 0, please complete Part B on the next page.

Have there been IPRTF discussions on this or a similar project in the past? If so, when, and what was the outcome? _____

Additional comments: _____

Project Proposal: Request for IPRTF Review: PART B

If the proposal falls exclusively in Intercept 0, please complete the following questions as completely as possible:

The outcomes and intentions of a program are to reduce incarceration or the likelihood of involvement with the criminal justice system, versus prevention from unhealthy outcomes in general. Prevention efforts should be considered through the lens of incarceration rather than cataloging all community activities.

Prevention programs that may have an impact on reducing criminogenic risk factors, but do not include criminogenic risk factor reduction as a primary purpose of the program, are listed in *(Document X)*.

How does the program target criminogenic risk factors? _____

Is reducing the likelihood of incarceration one of the specific intentions of the program?

If available, describe any evidence and/or research that demonstrates the intervention program reduces the likelihood of future incarceration and/or involvement in the criminal justice system.

ACRONYMS

ADA	Americans with Disabilities Act
BH	Behavioral health
BHASO	(North Sound) Behavioral Health Administrative Services Organization (formerly NS Behavioral Health Organization: NSBHO)
BPD	Bellingham Police Department
CIT	Crisis Intervention Training
CJTA	Criminal Justice Treatment Account
CORS	Community Outreach and Recovery Support
CSF	Crisis Stabilization Facility
D/C	Diversion
DCR	Designated crisis responders
DUI	Driving under the influence
DV	Domestic Violence
DVSAS	Domestic Violence & Sexual Assault Services
EHM	Electronic home monitoring
FACT	Forensic Program for Assertive Community Treatment
GPS	Global positioning system
GRACE	Ground-level Response and Coordinated Engagement (Program)
HOT	Homeless Outreach Team
LEAD	Law Enforcement Assisted Diversion
LRO	Lesser restrictive orders
MAT	Medication Assisted Treatment
MCOT	Mobile Crisis Outreach Team
NWYS	Northwest Youth Street Outreach Team
PACT	Program for Assertive Community Treatment
PATH	Projects for Assistance in Transition from Homelessness
PCAP	Parent Child Assistance Program
SCRAM	Secure continuous remote alcohol monitor
SUD	Substance use disorder
TX	(medical and/or clinical) treatment
WCSO	Whatcom County Sheriff's Office

PROGRAM INDEX

<u>PROGRAM:</u>	<u>Acronym</u>	<u>Intercept Level</u>
Adult conflict resolution training and skill building workshop		0.A
Behavioral Health program (Adult & Juvenile): Health Department		3.A, 5.A
Brigid Collins Family Support Services		0.C, 3.C, 4.C
Brigid Collins Parenting Academy		0.A
Community Outreach and Recovery Support	CORS	1.B
Community Paramedic		1.A
Coordinated Reentry Referral		3.A
Criminal Justice Treatment Account	CJTA	5.B
Crisis Intervention Training	CIT	1.A
Crisis Stabilization Facility	CSF	1.A
Diversion planning & mainstream benefits reenrollment	D/C	4.C
Domestic Violence offender treatment		3.C, 4.C
DUI Victim Impact Panel		3.A
Electronic home monitoring	EHM	2.A
Employment services: reentry & post-incarceration		4.B, 4.C
Eviction prevention assistance		0.B
Forensic Program for Assertive Community Treatment	FACT	4.C
Gang Prevention Programs (Health Dept.)		1.A
Global positioning system	GPS	2.A
Ground-level Response and Coordinated Engagement (GRACE) Program	GRACE	0.A, 1.A, 4.A, 5.A
High Risk DV Unit: District Court		3.A
Homeless Outreach Team	HOT	0.A, 3.A
Housing: ADA accessible for sex offenders		0.B
Housing: affordable supportive housing		0.B, 5.B, 5.C
Housing: City Gate		5.A
Housing: clean and sober		5.B
Housing: dedicated for drug court participants		3.B
Housing: housing lab in the jail		3.B
Intensive Case Management staff position in the jail		3.C
Jail Reentry Program: Health Dept.		4.A
Law Enforcement Assisted Diversion	LEAD	1.A

<u>PROGRAM:</u>	<u>Acronym</u>	<u>Intercept Level</u>
Lesser restrictive orders	LRO	2.B
Medication Assisted Treatment	MAT	3.B, 3.C, 5.A
Mental Health Screening in the jail		2.A
Mobile Crisis Outreach Team	MCOT	1.A
Neighborhood Policing		1.A
Northwest Youth Street Outreach Team	NWYS	O.C
Parent Child Assistance Program	PCAP	0.A, 5.A
Phone call and text court and appointment reminders: multiple jurisdictions		2.A
Prescription supply provided at reentry		4.A
Pretrial Assessment: multiple jurisdictions		2.A
Pretrial release services with monitoring: multiple jurisdictions		2.A, 2.B
Program for Assertive Community Treatment	PACT	4.B
Projects for Assistance in Transition from Homelessness	PATH	0.A
Reentry navigator program		4.C
Reentry services for non-County jail incarceration		4.B, 4.C
Reentry services: community-based		4.B
Reentry specialist Jail/Health Dept. contract		4.B
Reentry: peer reentry specialists		4.C
Safe Storage		0.C
School District Prevention Programs		0.A
Secure continuous remote alcohol monitor	SCRAM	2.A
Specialized behavioral health unit: District Court		4.A
Specialized courts: teen, drug, mental health, family, DV, young adult		3.A, 3.C
SUD community treatment services		5.B
Suicide Assessment in the jail		2.A
Supportive shelters		0.B, 5.B
Training: CIT for law enforcement		1.A
Training: specialized for case managers		1.A
Training: specialized for law enforcement & first responders		1.A
Vocational & Literacy Training in the jail		3.B
Warrant quash opportunities		2.A, 3.B
Work crew: in-custody and out-of-custody		3.A
Work release and school release		3.A
Youth Restorative Practices/Justice Services		0.A

Exhibit B:

Information Needs and Data Exchange (INDEX) Committee

Data Matrix

LIST OF NECESSARY DATA, PER:

AUSTEN/JFA				VERA				TASK FORCE			
Inmate ID Number	Individual ID #:			Whatcom County Jail/Sheriff	Bellingham Prosecutor	WC Public Defender's Office	Bellingham Municipal Court	Small Cities municipal court(s)	District Court	Superior Court	Bellingham PD
Inmate's Official name (optional)	Name (for matching)			spillman	JABS	Iseries				Odyssey	Longarm
DOB	Date of Birth			spillman	JABS	Iseries		Sumas: JABS	Blaine: Access	Odyssey	Longarm
Gender	Sex			spillman	JABS			Sumas: JABS	Blaine: Access	Odyssey	Longarm
Race/Ethnicity	Race/Ethnicity			spillman				Sumas: JABS	Blaine: Access	Odyssey	Longarm
Known address at booking (optional)	State/county/zip or transiency			spillman		Iseries					
Admission (to Jail) Date	Admission date			spillman	JABS						
Law Enforcement/Correctional Agency admitting inmate	Arresting agency		Indicate charges that come from the border	spillman							
			Cited in the field or referred to Prosecutor for charging decision without a physical arrest?	spillman	JABS						Longarm
	Arrest location			spillman					Blaine: Citation		Longarm
Admission Type (pretrial, parole violator, probation violator, etc.)	Warrant type if applicable (arrest, bench)		Type of Warrant	spillman	JABS	Iseries			Blaine: Court		
	Warrant description (failure to appear, failure to pay, etc.)		New or reissued warrant, the reason each warrant is issued	spillman					Blaine: Court		
Release date	Release date			spillman	JABS			Sumas: Itr from Jail			
Primary Charge/Offense at release	Charge codes (with data dictionary and bail schedule)		Filed charge(s) (from Prosecutor)	spillman	JABS	Iseries				Odyssey	
			booked citation charge	spillman					Blaine: Citation		
Type of release (bail, OR, transfer to prison, sentenced-time served)	Release reason (bail paid, charges dismissed, sentenced to DOC, etc.)			spillman	JABS		JIS		district court	Odyssey	
If sentenced to jail, date that inmate became sentenced	Sentence and start date			spillman	JABS	Iseries	JIS		district court		

LIST OF NECESSARY DATA, PER:

LIST OF NECESSARY DATA, PER:																
AUSTEN/JFA			VERA		TASK FORCE			Whatcom County Jail/Sheriff	Bellingham Prosecutor	WC Public Defender's Office	Bellingham Municipal Court	Small Cities municipal court(s)		District Court	Superior Court	Bellingham PD
If sentenced to jail, sentence length	Sentence start/end date						spillman	JABS	Iseries	JIS				district court		
Pretrial risk assessment level (and scoring factors) at release														district court		
Special management flags (e.g., restrictive housing, protective custody, etc.) at release		Does the defendant have a history with one of the special courts?					spillman									
Mental Health Care Flag at release	Mental health/substance use diagnoses and treatment						spillman									
Medical Care Flag at release							spillman									
Housing assignment at release							spillman									
Current legal status (e.g., pretrial, sentenced, etc.)	Inmate Status (pretrial, sentenced, etc.) and history of changes while in jail						spillman		Iseries	JIS				District Court		
Primary Charge/Offense	Charge codes (with data dictionary and bail schedule)						spillman	JABS	Iseries	JIS				District Court	Odyssey	
If multiple offenses or charges list up to 5 other charges or offenses							spillman		Iseries	JIS		Blaine: Citation		District Court	Odyssey	
Bail amount (at release)	Bail amount set (and history of changes while in jail)	Bond amount by prosecutorial charge					spillman	JABS	Iseries	JIS	Sumas: ltr from Jail			District Court	Odyssey	
	Bail amount paid						Spillman: Other bail info			JIS	Sumas: ltr from Jail			District Court	Odyssey	
	Date bail paid									JIS	Sumas: ltr from Jail			District Court	Odyssey	
Custody level (at release) (and scoring factors if available)							spillman									
Detainers							spillman		Iseries							
Special management flags (e.g., restrictive housing, protective custody, etc.) in jail							spillman									
		Applied for jail alternatives					spillman									
		Accepted to Jail alts					spillman									
Mental Health Care Flag in jail	Mental health/substance use diagnoses and treatment						Spillman									
Medical Care Flag in jail							Spillman									
Current Housing Location in jail	Housing unit						Spillman									
Current work assignment							Spillman									

LIST OF NECESSARY DATA, PER:

LISI OF NECESSARY DATA, PER:														
AUSTEN/JFA			VERA		TASK FORCE		Whatcom County Jail/Sheriff	Bellingham Prosecutor	WC Public Defender's Office	Bellingham Municipal Court	Small Cities municipal court(s)	District Court	Superior Court	Bellingham PD
Current program enrollment (e.g., GED, vocational training, drug treatment, etc.)			Jail Alt program	Spillman										
	Fees and "rent"		Spillman											
	Status of case (active, dismissed, disposed)		Spillman	Iseries	JIS							district court		
	Disposition of charge (guilty, not guilty, plea)		Spillman	Iseries	JIS							district court		
	Date of disposition		Spillman	Iseries	JIS							district court		
	Sentence		Spillman	Iseries	JIS							district court		
	Date of hearing		Spillman	Iseries	JIS							district court		
	Purpose of hearing			Iseries	JIS							district court		
	Outcome			Iseries	JIS							district court		
	Criminal history				JIS									
	Occupation													
	Booking ID #		Spillman											
	Case #		Spillman	Iseries										
	Arrest #		Spillman											
		Number of active warrants			JIS							district court		
		Warrants in multiple courts within and outside of Whatcom county?			JIS							district court		
		On pretrial release?		Iseries	JIS							district court		
		If on pretrial, was a crime committed?			JIS							district court		
		If a crime is committed while on pretrial, what is the crime?			JIS							district court		
		date of last jail or court release until current booking?	Spillman		JIS									
		FTA history:			JIS							district court		
		Date and age of each FTA			JIS							district court		

AUSTEN/JFA	VERA	TASK FORCE	Whatcom County Jail/Sheriff	Bellingham Prosecutor	WC Public Defender's Office	Bellingham Municipal Court	Small Cities municipal court(s)	District Court	Superior Court	Bellingham PD
ADDITIONAL DATA (from Intergovernmental Policy Group)										
For young adult offenders: age at jail entry										
For young adult offenders: age at jail release										
ADDITIONAL DATA (from State Task Force recommendations)										
Length of stay										
More detailed booking information: Specific data points TBD										
Ability to look up defendants to see which jurisdictions that the defendant is serving time for										
Ability to determine if defendant are serving with multiple jurisdictions and the estimated time of length of service										
Ability to track temporary releases										
Ability to see when a defendant has completed serving their sentence with another jurisdiction										
ability to see release projections										
Ability to track daily population on a daily basis per jurisdiction at the same time on a daily basis										
Ability to track what percentage of the population is serving from each jurisdiction										
Out of custody work status										
Actual lists of defendants transferred on all transports (often there are some that are taken off the list for unknown reasons)										



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-055

File ID:	AB2020-055	Version:	1	Status:	Held In Committee
File Created:	01/17/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Special Committee of the Whole			Final Action:	
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/28/2020	Council Finance and Administrative Services Committee	HELD IN COMMITTEE Aye: 3 Browne, Byrd, and Kershner Nay: 0 Absent: 0	Council Special Committee of the Whole
01/28/2020	Council	HELD IN COMMITTEE	Council Special Committee of the Whole

Attachments: Memo, Contract



MEMORANDUM

TO: Whatcom County Executive Satpal Sidhu
Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive *TS*

RE: Contract with Hellmuth, Obata & Kassabaum, Inc. (HOK)

DATE: January 17, 2020

Attached Enclosed is a contract between Whatcom County and Hellmuth, Obata & Kassabaum, Inc. (HOK) for the purposes of developing a Public Health, Safety and Justice Facility Needs Assessment.

▪ **Background and Purpose**

Resolution 2019-036 unanimously approved by Council adopted a statement of public health, safety, and justice facility planning principals for Whatcom County and Resolution 2019-063 established the Stakeholder Advisory Committee for the Public Health, Safety and Justice Facility Needs Assessment. Efforts have been refocused to both improving existing jail facilities and developing a more integrated approach to behavioral health and public safety facilities.

The 2019-036 resolution identifies a need to plan for a criminal justice system that is built to address the root causes of incarceration and designed with rehabilitation as the goal. It acknowledges a desire to prioritize community-based preventative services, maximize successful re-entry, and minimize recidivism. It identifies a need to focus on reducing demand for jail by investing in behavioral health services. Additionally, the County Council identified a desire for a potential ballot initiative.

On September 10, 2019, Councilmember Barry Buchanan, the Executive's Office, the Sheriff and the Health Department presented to the Council Criminal Justice and Public Safety Committee a further developed task list to complete a behavioral health and criminal justice needs assessment and design concepts for a new facility, all with broad participation from the public. In October 2019, Whatcom County published Request for Proposal #19076 for public services for the development of a Public Health, Safety and Justice Facilities Needs Assessment.

HOK, Inc. has been selected and have committed to preparing a needs assessment that incorporates a robust and public engagement component throughout a phased approach;

Phase I – Behavioral Health and Public Safety Needs Assessment

- Background Review of past info and studies
- Jail Options and Space

- Capital and Operating Costs
- Program Survey and Best Practices Review
- Justice & Correctional System Trends
- Jail and Behavioral Capacity Projections
- Evidence Based Behavioral Health Practices
- Space Requirements
- Final Needs Assessment Report

Phase II - Alternatives and Designs

- Functional & Design Workshops
- Financial Mapping and Strategies
- Site Selection and Considerations

There will be a Public Engagement Plan developed to be implemented across all phases.

In general, Phase I and II will:

- Identify universal criminal justice and behavioral health system needs
- Determine the viability of current facilities and possible location(s) and size of new facilities
- Explore treatment and diversion for the mentally ill and substance abusers
- Prepare a financial model and long-term cost analysis
- Develop a communications plan for the citizens of Whatcom County

The successful completion of Phase I and II will determine the scale and scope of Phase III which includes the development of a conceptual design and additional public outreach.

▪ **Funding Amount and Source**

Funding for this Needs Assessment will be through the Health, Safety and Justice Facility Fund formerly known as the New Jail Fund.

▪ **Differences from Previous Contract**

No previous contract

Please contact Tyler Schroeder, Deputy Executive, at extension 5207, 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:	Executive Office								
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental								
Contract or Grant Administrator:	Tyler Schroeder, Deputy Executive								
Contractor's / Agency Name:	Hellmuth, Obata, and Kasabaum, Inc. (HOK)								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>									
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): #19-76 Contract Cost Center: 345100									
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: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input checked="" 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 type="checkbox"/> Interlocal Agreement (between Governments).	
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<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): \$ 629,694 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: _____									
The Firm will develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment.									
Term of Contract: 1 year	Expiration Date: December 31, 2020								

Contract Routing:	1. Prepared by: th/ts	Date: 01/17/2020
	2. Attorney signoff:	Date: _____
	3. AS Finance reviewed: <i>DeBennet</i>	Date: 1/17/2020
	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: _____

Whatcom County Contract No. _____

CONTRACT FOR SERVICES
Between Whatcom County and Hellmuth, Obata & Kassabaum, Inc. (HOK)
for the development of a
Whatcom County Public Health, Safety and Justice Facility Needs Assessment

HOK, hereinafter called **Firm**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), pp. 10 to 12,
Exhibit B (Compensation), p. 13 to 15,
Exhibit C (Certificate of Insurance), p. 16,
Exhibit D (Schedule and Engagement Plan), p. 17.
Exhibit E (Preliminary Public Engagement Plan), p. 18 to 19.

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

The term of this Agreement shall commence following the issuance of a notice to proceed, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of, December, 2020.

The general purpose or objective of this Agreement is to develop the Whatcom County Public Health, Safety and Justice Facility Needs Assessment, as more fully and definitively described in Exhibit "A" Scope of Work, hereto. The language of Exhibit "A" controls in case of any conflict between it and that provided here.

The maximum consideration for this contract shall not exceed \$629,694 as further described in Exhibit "B", Compensation. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

FIRM:

Hellmuth, Obata & Kassabaum, Inc.

Todd Buchanan, Principal

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)


On this ____ day of _____, 20 __, before me personally appeared Todd Buchanan to me known to be the _____ (title) of _____ (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

WHATCOM COUNTY:
Recommended for Approval:

Department Director Date

Approved as to form:

 1/21/2020

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, 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 _____.

FIRM INFORMATION:

Hellmuth, Obata & Kassabaum, Inc.
Todd Buchanan
Principal

Address:
1218 Third Avenue, Suite 1315
Seattle, WA 98101 Contact Name: Todd Buchanan

Contact Phone: 206-493-1771

Contact FAX: 206-493-1778

Contact Email: todd.buchanan@hok.com

Mailing Address:
Same

GENERAL CONDITIONS

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

0.1 Scope of Services:

The Firm 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. The intent of the condition of the Building Envelope report will allow the evaluation team will meet with the County and make recommendations. The County will decide if further testing and investigation is required to sufficiently determine the condition of the various materials and exterior finishes and whether they should be noted for repair or replacement in the Phase II design documents if Phase II is agreed upon. If the determination of no further testing is necessary, the evaluation team will move to the Written Evaluation phase. A change order credit will be issued against the original contract; see Exhibit "B" Compensation.

0.2 Standard of Care:

Firm has a duty to perform services within the Agreement with reasonable standards of care, skill, diligence ordinarily required of other design professionals performing the same or similar services on projects of similar size and complexity, the ("Standard of Care").

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Firm prior to or after the term of this contract shall be performed at the expense of Firm 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. The intent of the report is to include all items necessary for the proper execution and completion of the Project; However, any item or details not specifically mentioned in the specifications or shown on the drawings, but which is necessary to produce the intended results shall be included.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

11.1 Termination for Default:

If the Firm 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 Firm 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 Firm'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 Firm 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 Firm. The Firm shall bear any 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. The Firm may terminate this agreement with seven (7) days written notice, for cause or County's breach of contract. Firm shall be entitled to compensation for services provided up to the termination date and any reasonable costs incurred to terminate this agreement.

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Firm shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or

uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

11.4 Force Majeure:

"Force Majeure" means any event that causes a failure of or delay in performance of a party's obligation under the contract to the extent is beyond the reasonable control of the party claiming to be affected, including fire, flood, earthquake, acts of God or similar cataclysmic occurrences, abnormally inclement weather conditions, labor disputes, explosion, act of war, civil unrest, terrorism, riots, utility shortages or interruptions, and provided such failure or delay could not have been reasonably anticipated and prevented by reasonable precautions on the part of the party claiming to be affected.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Firm Services:

Payment to the Firm 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 Firm for any costs or expenses incurred by the Firm in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Firm, to be paid within thirty (30) days of receipt of detailed invoice incorporating the required information specified within this article, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Firm understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Firm authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Firm 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 Firm to make the necessary estimated tax payments throughout the year, if any, and the Firm is solely liable for any tax obligation arising from the Firm's performance of this Agreement. The Firm hereby agrees to indemnify the County against any demand to pay taxes arising from the Firm'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 Firm must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Firm's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

23.1 Labor Standards:

The Firm 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 Firm:

The Firm's services shall be furnished by the Firm as an independent Firm, 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 Firm as an independent Firm.

The Firm acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Firm 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 Firm 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 on a Schedule C, 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.

Notwithstanding the preceding, the County and Firm agree that the following services will constitute additional services that may require additional compensation: (a) changes in County requirements, instructions, approvals; (b) revisions of codes, laws, regulations after services have commenced; (c) material change in project size, schedule, budget; and (d) any other circumstances beyond Firm's reasonable control.

Firm 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, reasonable attorneys' fees or costs incurred by reason of claims or demands to the extent such settlements, judgments, setoffs, reasonable attorneys' fees or costs has been adjudicated to have occurred because of Firm's negligence under provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Firm. 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 Firm shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Firm or any employee of the Firm or any subFirm or any employee of any subFirm by the County at the present time or in the future.

31.1 Ownership of Items Produced:

When the Firm creates any copyrightable materials or invents any patentable property, the Firm may copyright or patent the same, but provided the Firm has received payment for the work completed, the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Firm further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon written request.

When the Firm creates any copyrightable material or invents any patentable property, the Firm shall retain the intellectual property right, including copyright or patent, to the same, but the County shall, provided the Firm has received payment for the work completed, upon execution of the Agreement be granted nonexclusive license to reproduce, publish, recover, or otherwise use the material or property for the purposes of maintaining, remodeling, altering, or adding to the existing structures that are the focus of the Project, subject to the County's performance of its obligations under this Agreement available to the County upon request. This license shall continue beyond termination of this Agreement, provided all monies due under this Agreement have been paid.

The documents are project-specific and are not intended for reuse on other projects. Should the County use the documents produced under this Agreement for the purposes of maintaining, remodeling, altering, or adding to the existing structures that are the focus of the Project without retaining Firm, the County releases Firm, to the extent permitted by law, agrees to indemnify, defend and hold harmless Firm and its consultant(s) from all costs and expenses, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the County's use of the Project Documents under this Section 31.1.

31.2 Patent/Copyright Infringement: Not Applicable.

32.1 Confidentiality:

The Firm, its employees, sub-Firms, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Firm 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. Firm shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Firm 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 Firm's breach of this provision.

33.1 Right to Review:

This Firm 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 written 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 Firm 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 written request. Firm 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 Firm, then the Firm agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Firm shall carry for the duration of this Agreement general liability, property damage, commercial automobile, and professional liability insurance with the following minimums:

Property Damage per occurrence - \$500,000.00
General Liability & Property Damage for bodily injury- \$1,000,000.00)
Commercial Automobile Insurance per occurrence - \$1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured for General Liability and Commercial Automobile Insurance, 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.

Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claim made policy, and should the Firm discontinue coverage either during the term of this contract or within three years of completion, the Firm agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Firm 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 Firm. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Firm 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 Firm, its subFirms, 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 Firm, its subFirms, 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 Firm, its agents, or its employees.

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

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Firm 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 Firm is governed by such laws, the Firm shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, 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 Firm 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 sub-Firm, provided that the foregoing provision shall not apply to contracts or sub-Firms for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

Firm irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and Firm further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Firm 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 Firm 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 Firm 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 Firm 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 Firm 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:

Executive's Office
Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225
(360) 778-5205

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 Firm to the County's Administrative Officer under this Agreement. Notice to the Firm for all purposes under this Agreement shall be given to the address provided by the Firm herein above in the "Firm 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 Firm's Status under State Law:

Firm certifies that it has fully met the responsibility criteria required of public works Firms under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Firm further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Firm also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Firm and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Firm agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Firm shall immediately notify Whatcom County if, during the term of this Contract, Firm becomes debarred.

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.

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 Firm 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 Firm 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 Firm 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 Firm 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. Firm 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 Firm shall not be entitled to claim any such additional compensation, or extension of time, unless within ninety (90) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Firm has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this

Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, , but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

46.1 Waiver of Consequential Damages:

County and Firm mutually waive all rights against each other for consequential damages of every kind resulting from the performance or non-performance of this Agreement or in any way related to the project. Consequential damages include, by way of example and not limitation, damages resulting from loss of use, delay, profit, financing, future business, rent and reputation; hold over costs; and other speculative damages not directly caused by the negligence or breach of contract of a party to this Agreement. Subject to this waiver, Firm's total aggregate liability to County for any and all damages resulting from this Agreement and the project will never exceed the maximum sum of Two Million and No/100 United States Dollars (USD 2,000,000.00).

EXHIBIT "A"
(SCOPE OF WORK)

Program Description

Whatcom County recognizes the need for a new jail facility to provide a safer, more secure, and healthier environment for those who work, visit, and are incarcerated within the public safety/justice facility. Additionally, the County seeks to better understand the behavioral health needs within the jail and throughout the broader community. Understanding the near and long term physical and programmatic needs of the County's justice facility will assist policy makers in decisions regarding future funding for programs and facilities. The needs assessment will analyze existing behavioral health programs and identify gaps in funding and programs offered. The final report will document a robust community engagement effort and quality feedback from the public that informs the needs assessment and recommendations.

GENERAL APPROACH

- High level of engagement
- Principal consultants as part of the Whatcom team
- Best practices and evidence-based programs and design – including national trends
- Recognition of the positive steps taken by Whatcom to address justice issues
- Clear articulation of local issues leading to solutions that work for Whatcom
- Increase public safety, control costs, improve outcomes that reduce recidivism
- Focus on behavioral health needs and programs – in the jail and community

PUBLIC OUTREACH

- Very extensive public outreach program and open, transparent process leading to a consensus of stakeholders
- Develop a community-shaped and community-supported project that can move forward
- Schedule target group meetings strategically so that their knowledge and perspectives shape the direction of the project
- Commit to reaching a representative group of the County residents
- Document feedback consistently to build a comprehensive and transparent view of the process
- Ensure participants understand how their feedback has been incorporated into the project
- Assess the level and source of feedback early and often--if groups are not represented, employ targeted methods to reach those residents
- Establish regular communication methods and use them consistently
- Use clear, simple graphics and direct language to ensure effective participation from a wide variety of voices

PHASE 1: NEEDS ASSESSMENT APPROACH

- Define numbers and types of detainees – security levels, lengths of stay, and needs (health, behavioral health, criminogenic factors) that must be addressed with programs and services.
 - Population management as key goal – who needs to be incarcerated and who can safely and appropriately be diverted from custody or released more expeditiously
 - Help answer the question: “who should be legally required to be in jail?”
 - Data-driven – with thoughtful interpretations
 - Focus on behavioral health issues and solutions – in-custody and in the community; look for gaps that need to be filled
- Engage stakeholders in programming workshops
- Review state-of-the-art/evidence-based jail designs & programs (slide show tour)
- Space needs based on operational decisions
- Assessment of existing jail – physical fabric, space allocations, fitness for modern operations, staffing costs
- Look for improvements and additional alternatives that will reduce recidivism and improve rehabilitation – work with IPRTF and build on their achievements
- Consider a wide range of options/scenarios for projections, estimating impacts of system changes
- Use baseline projections that demonstrate recent growth continuing through the planning period
- Quantify the impacts of alternative programs and policies on jail demand.
- Select interventions with community input and consensus among stakeholders
- Ensure community needs for treatment of behavioral health and substance use disorders are addressed
- Results will include specific housing allocations with spaces for appropriate programs and setting types
- Take into account input from public outreach
- Clear, sensible proposals that can be implemented in Whatcom County

PUBLIC OUTREACH

- Build a foundation for further outreach through staff and stakeholder interviews
- Charter a SAC that represents the community's interests and will be a valuable resource for reaching a representative public
- Educate the community about the range of perspectives on this project

DELIVERABLES

- Draft Needs Assessment Summary Report
 - Existing Jail analysis report
- Evidence Based Design presentation
- Draft Needs Assessment Summary Report
- Public Engagement Plan

PHASE 2: ALTERNATIVES AND DESIGN

- Objective assessment of site options:
 - Single site? Two sites?
 - Potential reuse of existing site?
 - Downtown or elsewhere?
 - Examine option to continue use of jail work center
- Examine all costs & benefits, pros & cons of options (SWOT analysis: Strengths, Weaknesses, Opportunities, and Threats)
- Engage the public in reviewing options

- Implement design concepts that provide a therapeutic treatment and rehabilitation environment

PUBLIC OUTREACH

- Instill in participants and target groups appreciation for the complexity of this project's needs, constraints, and options
- Host a SAC meeting

DELIVERABLES

- Draft Phase 2 Report
 - Projections
 - Conceptual design options
 - Operational budget
- Final Phase 2 Report
- Public Engagement Plan

• PHASE 3: DEVELOP CONCEPTUAL DESIGN

- Develop conceptual design options
- Conduct workshops
 - Estimate anticipated staffing levels and costs including behavioral and medical health staffing
 - Develop operational budget
 - Evaluate designs with respect to surroundings
 - Evaluate single vs. campus design, pros and cons of separate or connected facilities for:
 - Sheriff's office headquarters
 - Behavioral health services
 - Administrative space
 - Assess land use, traffic impact, and site access
 - Determine LEED objective and complete checklist
 - Phase 3 report
 - Draft Phase 3 Report
 - Conduct A review Meeting
 - Final Phase 3 Report Issued

PUBLIC OUTREACH

- Host a series of small pop-ups to established events and locations
- Host a SAC meeting
- Listen to the community and target groups in shaping the final recommendations

DELIVERABLES

- Draft Phase 3 Report
 - Conceptual design options
 - Operational budget
 - LEED Checklist
- Final Phase 3 Report
- Public Engagement Plan

EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit "A", Scope of work the county agrees to compensate the Firm based on subtask completed as identified in fee proposal below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed at actual cost times a factor of 1.1. Mileage and per diem will be allowed at current federal government allowable rates. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost times a factor of 1.1. Reimbursable expenses are subject to county approval and shall not exceed \$60,000.

The initial term of this agreement through Phase I and Phase II shall not exceed \$343,214, including reimbursables. Phase III may commence with written agreement from the County during the term of this agreement and shall not exceed \$68,705, including reimbursables. The Public Engagement Plan (outlined in Exhibit "E" shall commence upon receipt and mutual agreement of the Firm's proposed public engagement plan (for each phase of the Needs Assessment and shall not exceed \$157,775 for a total contract amount of \$629,694.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Firm's expense.

All invoices and billings should include the contract number and be addressed to the County Project Manager:

Tyler Schroeder, Deputy Executive
Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225



Whatcom County – Public Health, Safety, and Justice Needs Assessment

FEE PROPOSAL

17-Jan-20

Task Description	Cost per Task
PHASE ONE: BEHAVIORAL HEALTH AND PUBLIC SAFETY NEEDS ASSESSMENT	
Task 1: Vision Setting and Project Planning Development	
1.1 Background Info/Review Prior Studies	\$8,340
1.2 Project Kickoff Meeting	\$14,860
1.3 Interviews	\$11,645
2.1.4 Justice & Correctional System Trends	\$8,190
2.1.5 County Population Trends	\$8,355
2.2.3 State Law and Policy Considerations	\$7,575
3.2 Jail Options and Space	\$14,040
4.0 Capital and Operating Costs	\$2,990
1.4 Project Administration	\$10,940
Task 1 Subtotal Hours	433
Task 1 Subtotal Cost	\$93,935
Task 2: Needs Assessment	
2.1 <u>Data Collection and Analysis</u>	
2.1.1 Program Survey & Best Practices Review	\$4,920
2.1.2 Profile Offender Populations	\$9,300
2.1.3 Intake and Release Study	\$9,300
2.1.6 Alternative Placement Study	\$7,170
2.1.7 Briefing Paper	\$13,260
2.1.8 Review Meeting	\$9,015
2.2 <u>Jail & Behavioral Health Capacity Projections</u>	
2.2.1 Develop Baseline Projections	\$8,095
2.2.2 Identify Alternatives & Policy Changes	\$7,855
2.2.4 Briefing Paper	\$6,645
2.2.5 Review Meeting	\$8,710
2.2.6 Develop Final Projections	\$7,000
Impact Analysis	
2.3 Financial Asset Mapping	\$5,175
2.4 Evidence-Based Behavioral Health Practices	\$7,080
2.5 Space Requirements	\$6,900
2.6 Justice System Impacts	\$8,670
2.7 <u>Needs Assessment Summary Report</u>	
2.7.1 Draft Needs Assessment Summary Report	\$29,270
2.7.2 Review Meeting	\$12,915
2.7.3 Final Needs Assessment Summary Report	\$20,410
Task 2 Subtotal Hours	883
Task 2 Subtotal Cost	\$184,490
Phase One Subtotal Hours	1,363
Phase One Subtotal Cost	\$278,425

Task	Description	Cost per Task
PHASE TWO: ALTERNATIVES AND DESIGNS		
<u>Task 3.0 Master Plan and Space Program</u>		
3.1	Functional & Design Reqmts Workshops	\$30,465
5.0	Financing Strategies	\$17,415
6.0	Site Considerations	\$8,510
6.1	<u>Phase 2 Report</u>	
6.1.1	Draft Phase 2 report	
6.1.2	Review Meeting	
6.1.3	Final Phase 2 report	
Phase Two Subtotal Hours		304
Phase Two Subtotal Cost		\$64,790
PHASE THREE: DEVELOP CONCEPTUAL DESIGN		
7.0	Develop & Evaluate Options (w/ Workshops)	\$17,555
8.0	Estimate Staffing Levels	\$2,950
9.0	Operational Budget	\$2,950
10.0	<u>Phase Three Report</u>	
10.1	Draft Phase Three Report	\$13,400
10.2	Review Meeting	\$8,880
10.3	Final Phase Three Report	\$8,970
Phase Three Subtotal Hours		303
Phase Three Subtotal Cost		\$68,705
ACROSS PHASES: PUBLIC ENGAGEMENT		
11.0	Target Audience	\$81,500
12.0	Communications Tools	\$62,200
13.0	Evaluation of Efforts	\$11,274
Public Engagement Subtotal Hours		987
Public Engagement Subtotal Cost		\$157,774
TOTAL FEE		\$569,694

Hours

2,910 Total Labor Hours

Labor Fee

\$569,694 Total Labor \$

**All expenses are reimbursable, subject to county approval, not to exceed \$60,000 for the entire project.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Client#: 25176

HOKGROUP

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

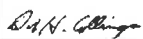
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A.C. No. Ext): 770-552-4225 FAX (A.C. No.): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com													
INSURED HOK Global Coverage 10 South Broadway Suite 200 Saint Louis, MO 63102		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : National Fire Ins of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : National Fire Ins of Hartford	20478	INSURER B : The Continental Insurance Company	35289	INSURER C : Lloyds of London	085202	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER D : Continental Casualty Company	20443														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 19-20** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6072906715	12/15/2019	12/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (If a 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								
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6072906729	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (If a 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 DED <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		6072906763	12/15/2019	12/15/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 <table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
C	Professional Liab		B0146LDUSA1903767	12/15/2019	12/15/2020	Per Claim \$2,000,000 Aggregate \$2,000,000								

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

CERTIFICATE HOLDER For Proposal Only	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) 1 of 1
#S1893006/M1887535

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Exhibit "D" (Schedule and Engagement Plan)

Schedule + Engagement Plan

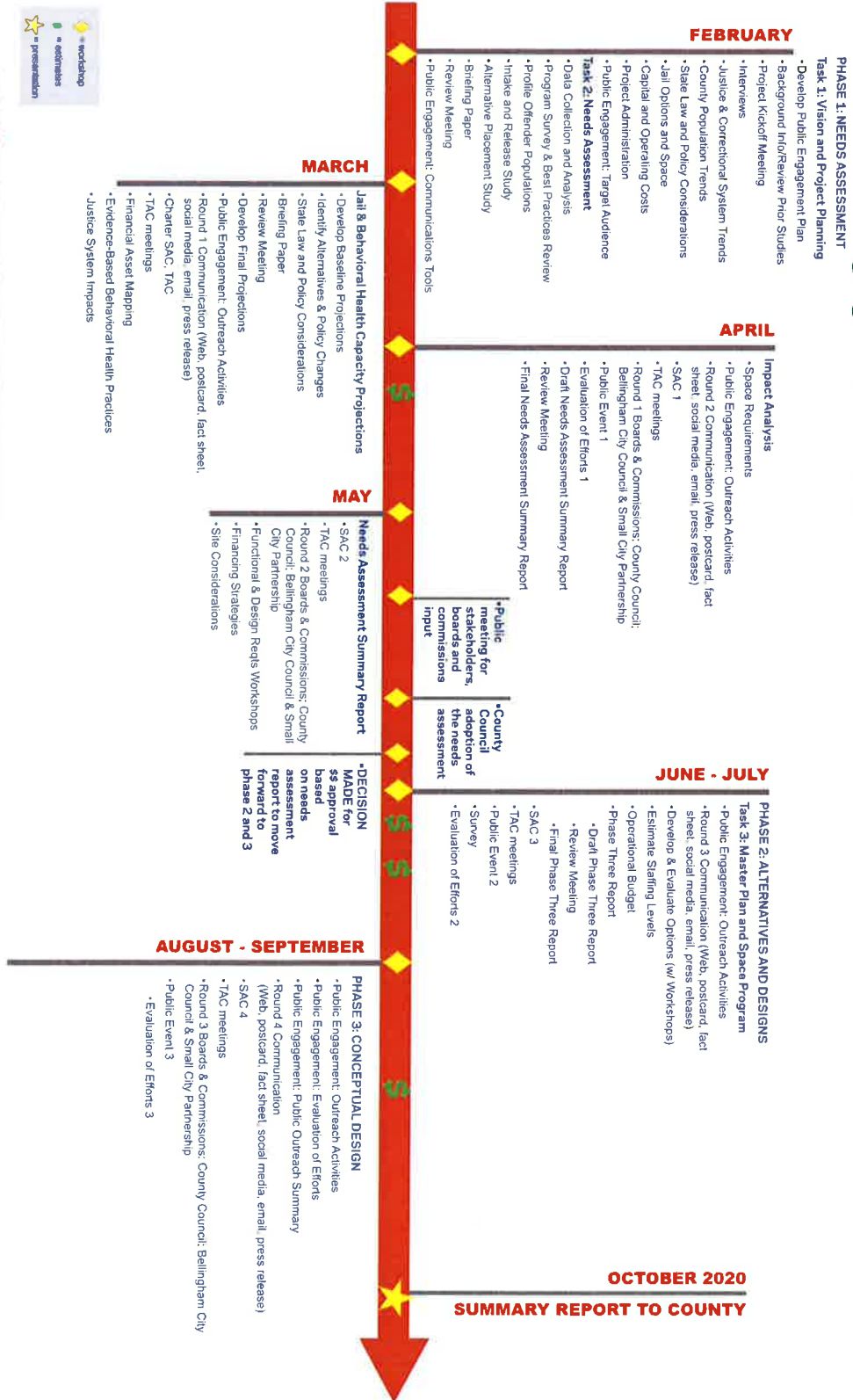


Exhibit "E"
(Preliminary Public Engagement Plan)

This Public Engagement Plan has been reviewed by the consultant and will be the framework of the plan accepted by the County. Modifications can be made prior to the firm and County agreeing on the Public Engagement Plan by phase or across all phases.

Public Engagement

A critical element of completing the needs assessment is reaching out to community stakeholders in order to build awareness about the study, understand public preferences, and utilize feedback to guide the direction of the final report. The public outreach process should develop champions in the community to support the final report recommendations including programs, facilities, and funding. The project team's target audience includes local government agencies, advocacy groups and non-profits, residents, people involved in the judicial system, and business owners. Whenever possible, the team should seek opportunities to meet people at convenient times and locations, going beyond a traditional community meeting, and provide avenues through which stakeholders can actively obtain information about the project, provide feedback, and ask questions.

To provide a consistent source of information to the public for this project, the consultant team will rely on a County project manager to distribute information about the project to the public and stakeholders. The County project manager will also be the point of contact for questions and comments from the public and stakeholders. The consultant team will develop all communications material for the project including draft and final deliverables, meeting presentations, and meeting agendas, meeting summaries, including all materials appropriate for distribution via the web. The County project manager and County staff on the Technical Advisory Committee (TAC) will approve all materials prior to distribution.

The consultant team will work with the County at the beginning of the project to refine and confirm a Public Engagement Plan (PEP). The overall objectives of the PEP are to reach a broad range of stakeholders to engage them in a comprehensive discussion about their criminal justice and behavioral health priorities for the community. The Public Engagement Plan (PEP) will contain guidelines about target audiences and tools for communication, including but not limited to more specific details on the following:

1. **Target Audience:** The consultant team will work with the following groups to provide project information, solicit feedback, and cultivate champions for the project:
 - a. **Technical Advisory Committee (TAC):** A core group of approximately 15 County staff members will serve on the TAC. Their main role will be to provide information to facilitate the work of the consultant team (such as data, previous plans, etc.) and review all materials prior making them public. The TAC will meet every two weeks throughout the project, or as needed to prepare adequately for project tasks and approve materials prior to distribution.
 - b. **Stakeholder Advisory Committee (SAC):** The SAC will be made up of approximately 25 members including criminal justice and behavioral health professionals, elected officials, non-profit agencies, advocates, and other key stakeholders as identified by County. The SAC will provide key direction on the development of the study and meet approximately four (4) times over the course of the project. The consultant will facilitate/lead the meetings, provide all meeting materials and activities, and provide agendas and meeting summaries. Consultant will make minor modifications to SAC Meeting presentations for use by County staff, SAC member, and or elected officials to present information to the community.
 - c. **Boards and Commissions:** Board and commission members will be informed about project progress, asked for feedback and direction, and engaged in the distribution of information to their communities. The consultant team will work with the following Whatcom County boards and committees:
 - Incarceration Prevention and Reduction Task Force
 - Behavioral Health Advisory Committee
 - Public Health Advisory Board

Consultant team will provide support to County staff or SAC members or others that provide updates to these Boards.

- d. County Council: Project updates will be provided to the County Council. The consultant team will present to the County Council at 3 key milestones of the project to provide updates on project progress and solicit feedback and direction.
 - Results of the Needs Assessment (Phase 1)
 - Review of preliminary recommendations (Phase 2)
 - Draft findings and report (Phase 3)
 - e. Bellingham City Council and Small City Partnership: The consultant team will coordinate with the Bellingham City Council and the Small City Partnership to solicit feedback early in the process and after a draft report is developed. The effort will include approximately 3 meetings.
 - f. Public: The consultant team will coordinate with the County project manager to distribute information to the public and solicit feedback through a variety of tools and techniques.
2. **Communications Tools**: The consultant team will use a variety of outreach tools, including but not limited to the following:
- a. Outreach Materials: The consultant team and the County will work collaboratively on all outreach materials. The consultant team will generate designs and provide materials. The County will review all materials prior to public distribution. All materials should have a consistent graphic design. Outreach materials will include:
 - Project webpage content, including FAQs, (hosted on County website)
 - Project fact sheet
 - Outreach Packet: social media and newsletter blurbs with images for outreach
 - Email blast content (distributed by the County)
 - Survey/Project informational outreach postcard
 - Survey Results Summary Sheet
 - Public Outreach Summary Report
 - Press releases
 - Presentations for stakeholder meetings
 - b. 1-on-1 Interviews: The consultant team will conduct 1-on-1 interviews with elected officials and other key community leaders to solicit feedback on the project and the community's criminal justice and behavioral health needs. In addition, the consultant will interview current providers of medical, mental health and substance use disorder services. The consultant will conduct approximately twelve (12) 1-on-1 interviews.
 - c. Online Survey: The consultant team will develop an online survey to build awareness of the study and understand priorities related criminal justice and behavioral health needs in our community. The online survey will be hosted by the consultant team and advertised by the County. The County, Board members, SAC members, and other stakeholder agencies will promote the project and survey through social media platforms (Facebook, Twitter) and newsletters. The survey will run for 3-4 weeks. A summary document of survey responses will be posted on the project webpage and included as a chapter in the final report.
 - d. Email Sign Up and Email Blasts: An email contact list will be developed for this project. The consultant team will provide the County email address sign ups from all the events and presentations. The consultant team will draft email blasts for the County to distribute at key intervals in the project.
 - e. Public Events: Public events will take place at key points in the project, approximately 4 events. At these events, the consultant team will present on the progress of the plan and provide a variety of interactive ways to gather feedback from attendees. To the extent possible, public events should be held in coordination with other community events. The PEP should prioritize going to where people are (large community events), rather than holding special project specific events and asking the public to attend.

Evaluation of Efforts: Specific techniques will be evaluated by the consultant team at key intervals. For example, the consultant will review survey response numbers and emails in the project contact list and identify additional outreach methods to increase numbers if needed. The consultant will also review feedback received on the survey and at public events, and evaluate how respondent demographics compare to those of the county as a whole. In addition, the project team will document overall outreach success in numbers of people reached through the process and various outreach elements. A summary chapter on public engagement will be provided as part



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-057

File ID:	AB2020-057	Version:	1	Status:	Held In Committee
File Created:	01/22/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council Special Committee of the Whole			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Assignment of staffing responsibilities for the Public Health, Safety, and Justice Facility Needs Assessment, including the project website and the Stakeholder Advisory Committee (SAC)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution 2019-036 adopted a statement of public health, safety, and justice facility planning principles for Whatcom County. Resolution 2019-063 established a Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment. Council Office will provide staffing for the project website and the SAC as approved by Council.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/28/2020	Council Criminal Justice and Public Safety Committee	HELD IN COMMITTEE	Council Special Committee of the Whole
	Aye: 3	Buchanan, Byrd, and Frazey	
	Nay: 0		
	Absent: 0		

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-038

File ID:	AB2020-038	Version:	1	Status:	Held In Committee
File Created:	01/10/2020	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Special Committee of the Whole	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discuss proposed Interlocal Agreement between Whatcom County and cities relating to interim procedures for amending the Countywide Planning Policies

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discuss proposed Interlocal Agreement between Whatcom County and cities relating to interim procedures for amending the Countywide Planning Policies. After this initial discussion, the cities would proceed through their respective approval processes. Then the Interlocal Agreement would come back to the County Council and Executive for final approval.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/28/2020	Council Special Committee of the Whole	HELD IN COMMITTEE	Council Special Committee of the Whole
		Aye: 7	Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner
		Nay: 0	
		Absent: 0	

Attachments: City of Blaine Letter for 2.11.2020, CWPP - Interlocal memo for 2.11.2020, CWPP-interlocal (preliminary draft) for 2.11.2020



CITY OF BLAINE

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

435 MARTIN STREET • BLAINE, WA • 98230

PHONE: (360) 332-8311 • FAX: (360) 543-9978 • WEBSITE: www.cityofblaine.com

October 29, 2019

Whatcom County Planning & Development Services
Attn: Mark Personius, Planning Director
5280 Northwest Drive
Bellingham, WA 98226

RE: Interim Procedures for Amending the Countywide Planning Policies: City Manager

Dear Mr. Personius,

Thank you for providing the City of Blaine the opportunity to assist in the development and review of the draft interlocal agreement for amending the Countywide Planning Policies. This letter concerns the most-recent edits to the document, dated September 2019, of Section 1.1.e.: Authority to Initiate Amendments.

The County Council Special Committee of the Whole proposes to remove the ability of any City Manager to initiate proposed amendments to the Countywide Planning Policies. The City of Blaine is organized under the Council-Manager form of government, one of the two principal forms of government for cities and towns in Washington State.¹ The City Manager directs the daily operations of city government, and is appointed by Council as the chief executive officer of the administration.² The Mayor is not an independently elected chief executive officer as is the case with other Whatcom County cities. Because the Mayor is not responsible for administrative and executive duties it is inappropriate for the interlocal agreement to vest that authority in the Mayor.

The proposal by the Special Committee to remove any City Manager's ability to initiate amendments fails to recognize Blaine's form of government and the authority of its City Manager. We respectfully request that Section 1.1.e, authorizing any City Manager to initiate amendments be retained in the interlocal agreement.

Please contact me at 360-543-9981 or mjones@cityofblaine.com with any questions.

Sincerely,

Michael Jones, MPA
Blaine City Manager

¹ Chapter 35A.12 RCW.

² www.mrsc.org: City and Town Forms of Government

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

**Mark Personius**

Director

Memorandum

February 4, 2020

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Interim Interlocal Agreement Relating to Countywide Planning Policies

The Growth Management Act required the County to adopt countywide planning policies in cooperation with the cities (RCW 36.70A.040(4) and RCW 36.70A.210). Countywide planning policies establish a framework for developing city and county comprehensive plans and ensuring these plans are consistent. The County Council originally adopted countywide planning policies in 1993 and amended these policies in 1997 and 2005.

The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 relating to the Growth Management Act's "Review and Evaluation" (buildable lands) program requirements in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years. One of these requirements is to amend the countywide planning policies to establish the buildable lands program.

As the City/County Planner Group discussed the requirement to amend the countywide planning policies, we came to the conclusion that we needed to establish an interim procedure for making amendments. We established a subcommittee that reviewed other jurisdictions' procedures for countywide planning policy amendments, drafted a proposed interlocal agreement, and brought it back to the City/County Planner Group for consideration.

The County Council's Special Committee of the Whole (SCOTW) met on September 10, 2019 and January 28, 2020 to discuss the draft interlocal agreement, and expressed two general concerns:

1. Authority to Initiate Amendments – The SCOTW was concerned about initiation of proposed countywide planning policy amendments by a non-elected official (City Manager). On January 28, 2020, the SCOTW approved a motion (6-1 vote) to remove "Any City Manager" from the *Authority to Initiate Amendment* section (which is reflected in the draft Interlocal). SCOTW indicated that a city manager could take a proposed countywide planning policy amendment through their city council to initiate the amendment.

Staff Comment: A city manager could be authorized to initiate countywide planning policy amendments, but this would only start the review process. The County Council and city councils would ultimately have to approve the proposed amendments before they become effective. Additionally, the Blaine City Manager wrote a letter dated October 29, 2019 (attached) indicating that, under the city's form of government, the City Manager is Blaine's chief executive officer. Blaine plans to send a representative to the February 11 SCOTW meeting to further discuss this issue.

2. City Approval – The SCOTW was concerned about essentially ceding authority to enact countywide planning policies to the cities, especially:
 - a. Bellingham's ability to stop proposed countywide planning policies without the support of any other city, and
 - b. Getting jurisdictions on board that represent a majority of the county-wide population, while still providing a say to the small cities.

Staff Comment: The City/County Planner Group met again to discuss this concern on January 31 and recommended several changes to the draft interlocal agreement. We would note that countywide planning policies apply to the County and all cities. Therefore, a collaborative process to amend these policies is favored.

The City/County Planner Group is now recommending one of two methods to ratify countywide planning policy amendments. In order to become effective, the amendments would have to be approved by:

- Method 1 - Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County; **or**
- Method 2 - At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

Under method 1, the County, the City of Bellingham and one or more small cities (depending on population) would need to approve a countywide planning policy amendment. Disapproval by the County, the City of Bellingham, or a coalition of small cities would prevent the countywide planning policies from being ratified *under this method*. However, there is now a second method under which countywide planning policies could be ratified.

Under method 2, the County and at least 5 of the seven cities would need to approve a countywide planning policy amendment. Disapproval by the County or a coalition of three small cities would prevent the countywide planning policies from being ratified *under this method*. The chart below shows the different possible routes to ratification. Please keep in mind that

ratification is only required under method 1 or method 2 for the amendments to become effective. Additionally, Whatcom County is the only jurisdiction that must approve the countywide planning policies amendments in every scenario.

Approval by	Ratification under Method 1?	Ratification under Method 2?	Bellingham's Approval Required?	% of County Population Represented
County, Bellingham, Ferndale	Yes	No	Yes	88.51%
County, Bellingham, Lynden	Yes	No	Yes	88.58%
County, Bellingham, Blaine, and Everson, Nooksack, or Sumas	Yes	No	Yes	85.28%
County, Bellingham, and 4 small cities	Yes	Yes	Yes	87.23%
County and 5 small cities	No	Yes	No	53.58%

NOTE: The "% of County Population Represented" is the minimum percentage of the countywide population represented by the jurisdictions approving the amendments. For purposes of this chart, the County represents the unincorporated population, which is 42.16% of the countywide population. Bellingham has 40% of the countywide population.

The City/County Planner Group also recommended inserting a clause that the Interlocal Agreement would expire on June 30, 2024 (the deadline for updating comprehensive plans) if the countywide planning policies are not amended by this date to include procedures for adopting future countywide planning policy amendments.

County Planning and Development Services would like to discuss the proposed interlocal agreement with the County Council's Special Committee of the Whole on February 11 to ascertain whether or not the Council has any concerns with the revised proposal. The cities would then take the agreement through their respective approval processes (and obtain signatures of the appropriate city officials), before the agreement would come back to the County Council for a formal vote and signature by the County Executive.

Thank you for your review and consideration of the proposed interlocal agreement between Whatcom County and the cities. We look forward to discussing it with you.

INTERLOCAL AGREEMENT
BETWEEN
WHATCOM COUNTY AND THE CITIES OF BELLINGHAM,
BLAINE, EVERSON, FERNDAL, LYNDEN, NOOKSACK, AND SUMAS
CONCERNING INTERIM PROCEDURES FOR AMENDING THE
COUNTYWIDE PLANNING POLICIES

This agreement is made by and between Whatcom County (herein after referred to as the “County”) and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas (herein after referred to as the “Cities”).

WHEREAS, the Growth Management Act (GMA) required the County to adopt countywide planning policies in cooperation with the Cities (RCW 36.70A.040(4) and RCW 36.70A.210); and

WHEREAS, the GMA states countywide planning policies are used “. . . solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent . . .” (RCW 36.70A.210(1)); and

WHEREAS, the County Council adopted the original countywide planning policies in April 1993 (Resolution 93-024); and

WHEREAS, the County Council amended the countywide planning policies in March 1997 (Resolution 97-011); and

WHEREAS, the County Council amended the countywide planning policies in January 2005 (Ordinance 2005-022); and

WHEREAS, cooperative relationships and coordination between the County and Cities are mutually beneficial; and

WHEREAS, the Cities and County desire to agree on an interim procedure for amending the countywide planning policies in this interlocal agreement; and

WHEREAS, the County and Cities anticipate that new sections will be inserted into the countywide planning policies establishing procedures for future amendments to the countywide planning policies and addressing the GMA-mandated Review and Evaluation (Buildable Lands) Program. Once the amendment procedures have been incorporated into the countywide planning policies, this interlocal agreement will no longer be needed;

NOW, THEREFORE, subject to the terms and conditions contained herein, the Cities and County agree as follows:

Section 1. Interim Procedures for Amending the Countywide Planning Policies

The Cities and the County agree to the following interim procedures for amending the countywide planning policies:

1. **Authority to Initiate Amendment** – Any of the following may initiate a proposed amendment to the Countywide Planning Policies by submitting a written proposal to the County Planning Director:
 - a. The Whatcom County Executive;
 - b. The Whatcom County Council;
 - c. Any City Council;
 - d. Any City Mayor;
 - e. ~~Any City Manager.~~
2. **Required Information** - The proposed amendment shall include:
 - a. The language of the proposed amendment shown with underlining and strikethroughs.
 - b. An explanation of the need for the proposed amendment. This may include, as appropriate, the factors, changed conditions, data, analysis, and/or experience with existing countywide planning policies that show a need for the proposed amendment.
3. **Recommendation** - The County Planning Director shall refer proposed amendments to the City/County Planner Group, which shall be comprised of the planning directors or designees from the County and each of the seven Cities. The City/County Planner Group will review and issue recommendations on the proposed amendments as follows:
 - a. The City/County Planner Group will strive to reach consensus but if consensus cannot be reached, recommendations will be by majority vote of the eight jurisdictions (the County and seven cities).

- b. Any jurisdiction's representative that cannot attend the meeting may vote by e-mail sent to the County Planning Director.
 - c. The City/County Planner Group's recommendations will be issued within 180 days of receiving the proposed amendments. The process of forming recommendations will allow time, within this 180-day period, for individual jurisdictions to consult with their respective planning commissions and/or elected officials, at the discretion of each jurisdiction.
 - d. If a majority of the City/County Planner Group votes against the proposed amendments or if the City/County Planner Group does not make a recommendation within the 180-day time period, the amendments will not be processed further unless the County Executive and a majority of the city mayors agree to proceed with the proposed amendments. The 180-day time period may be extended by 90 days by majority vote of the eight jurisdictions.
- 4. **SEPA** – Whatcom County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.
- 5. **Whatcom County Planning Commission Review** – The Whatcom County Planning Commission will hold a public hearing and issue recommendations on the proposed countywide planning policy amendments. City planners will be invited to the hearing.
- 6. **Whatcom County Council Review** – The County Council will invite County and City planners to a committee of the whole meeting to discuss the proposed countywide planning policy amendments. The County Council's committee of the whole will take a vote whether or not to send final draft countywide planning policy amendments to the cities for review and approval.

7. **City Approval Process** – The respective city legislative authorities must act upon final draft countywide planning policy amendments within 90 days of the County Council vote to send the amendments to the cities for review and approval. ~~City approval of the countywide planning policies must be by:~~

- ~~a. Cities representing at least 65 percent of the total population living inside the 7 incorporated cities; and~~
- ~~b. At least 55% of the cities (for example, 4 of the 7 existing cities).~~

City approval means a vote by the legislative authority to approve or disapprove the countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

If a city does not notify the County Planning Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

8. **Whatcom County Council Adoption** – Following approval of the countywide planning policy amendments by the cities under subsection 7 above, the County Council may, after conducting a public hearing, adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the County Council adoption process. ~~Countywide planning policies become effective upon adoption by the County Council.~~

9. **Ratified Amendments** - In order to become effective, countywide planning policy amendments must be approved (pursuant to subsection 7 and 8 above) by:

- a. Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County; or
- b. At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

10. **Notification of Ratified Amendments** - The County Planning Director shall notify the Cities and the Governor's office in writing within fourteen (14) days of County Council adoption of the countywide planning policies, as set forth in subsection 8 above.

Section 2. Effective Date, Duration and Termination

This interlocal agreement shall be effective upon signature by the Mayor and/or City Manager of each of the seven Cities and the Whatcom County Executive.

This interlocal agreement shall remain in effect until June 30, 2024 or the countywide planning policies are amended to include procedures to review and adopt future countywide planning policy amendments, whichever comes first.

- a. ~~When-If~~ the countywide planning policies are amended to include procedures to review and adopt future countywide planning policy amendments before June 30, 2024, this interlocal agreement shall automatically terminate upon adoption of said amendments by the County Council.
- b. If the countywide planning policies are not amended to include procedures to review and adopt future countywide planning policy amendments by June 30, 2024, this interlocal agreement shall automatically terminate on June 30, 2024.

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF BELLINGHAM

By _____
Seth Fleetwood, Mayor

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared SETH FLEETWOOD, to me known to be the Mayor of the CITY OF BELLINGHAM, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF BLAINE

By _____
Michael Jones, City Manager

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared MICHAEL JONES, to me known to be the City Manager of the CITY OF BLAINE, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF EVERSON

By _____
John Perry, Mayor

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared JOHN PERRY, to me known to be the Mayor of the CITY OF EVERSON, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF FERNDALE

By _____
Greg Hansen, Mayor

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared GREG HANSEN, to me known to be the Mayor of the CITY OF FERNDALE, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF LYNDEN

By _____
Scott Korthuis, Mayor

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared SCOTT KORTHUIS, to me known to be the Mayor of the CITY OF LYNDEN, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF NOOKSACK

By _____
James Ackerman, Mayor

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared JAMES ACKERMAN, to me known to be the Mayor of the CITY OF NOOKSACK, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF SUMAS

By _____
 Kyle Christensen, Mayor

Date _____

Approved as to form:
Office of the City Attorney

Attest _____

STATE OF WASHINGTON)
County of Whatcom) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared KYLE CHRISTENSEN, to me known to be the Mayor of the CITY OF SUMAS, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My appointment expires: _____

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 4 of this agreement.

WHATCOM COUNTY

By _____
Satpal Sidhu, County Executive

Date _____

Approved as to form:
Whatcom County Prosecutor

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ____ day of _____, 2020, before me personally appeared SATPAL SIDHU, to me known to be the County Executive of WHATCOM COUNTY, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of
Washington residing at_____
My appointment expires: _____



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-021

File ID:	MIN2020-021	Version:	1	Status:	Agenda Ready
File Created:	01/22/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for January 21, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Water Work Session Jan 21 2020

Whatcom County Council Water Work Session

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



Committee Minutes - Draft Minutes

**Tuesday, January 21, 2020
10:30 AM
Civic Center Building Garden Room**

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

Roll Call

Present: 4 - Barry Buchanan, Tyler Byrd, Carol Frazey and Kathy Kershner

Absent: 3 - Rud Browne, Todd Donovan and Ben Elenbaas

Floodplains by Design Grant 2021-2023 Grant Round

Paula Harris, Public Works Department, gave a presentation summarizing how the various flood planning programs work together, criteria for ranking projects, projects included in the 2019-2021 Floodplains By Design grant funding, proposed or continuation of projects for the 2021-2023 grant, and how they fit into overall capital projects.

Harris and Jon Hutchings, Public Works Department Director, answered questions about property lines as they relate to the river and land acquisitions for future levee reconfiguration and how that reconfiguration could affect the bridge, landowners that might be impacted by work on Jones and Glacier-Gallup Creeks, and the cause of the flooding problem on Slater road and how it might be addressed.

Watershed Planning Update

Gary Stoyka, Public Works Department, updated the Council on and answered questions about watershed planning including the Department of Ecology's evaluation process for determining whether the Nooksack river basin would be a candidate for adjudication, an effort led by the Public Utility District (PUD) to do a regional water supply plan, water use efficiency, recent meeting objectives of the Planning Unit, and County staff's work with other various agencies regarding stream flow restoration projects and grant funding. He also updated Councilmembers and answered questions on the next five-year work plan for Lake Whatcom and work with a consultant on potential impacts from septic systems on the lake.

The following people spoke:

Carole Perry

Planning Unit Presentation

Gary Stoyka, Public Works Department, introduced the presentation and the following people spoke:

Kathy Sable presented from the private well owners caucus about permit-exempt

wells, Nooksack River adjudication, and legislation concerning comprehensive plans.

Karlee Deatherage presented from the environmental caucus and answered questions about updating the 2005 Watershed Management Plan, stream flow rule making, and how caucus members of the Planning Unit are appointed.

Max Perry and others (not named) answered questions about how caucus representatives are elected to the Planning Unit and a prior rule about each caucus updating the Council annually with a list of its goals.

Adjournment

The meeting adjourned at 11:45 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2020-025

File ID:	MIN2020-025	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Joint Meeting with Skagit and San Juan Counties on January 6, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-027

File ID:	MIN2020-027	Version:	1	Status:	Agenda Ready
File Created:	02/03/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	02/11/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Regular County Council for January 28, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Jan 28 2020

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, January 28, 2020

7 PM

Council Chambers

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

1. [MIN2020-017](#) Special Committee of the Whole for January 14, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [MIN2020-018](#) Special Committee of the Whole for January 14, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [MIN2020-019](#) Regular County Council for January 14, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

PUBLIC HEARINGS

The hearing for AB2019-480 was moved to be the last public hearing item. See below.

2. [AB2019-614](#) Ordinance amending Whatcom County Code 16.30, Lake Whatcom Stormwater Utility Funding Mechanism, changing the date for collection of Capital Facility Charges from January 1, 2020 to January 1, 2021

Buchanan opened the public hearing, and hearing no one, closed the public hearing.

Byrd moved and Kershner seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

Enactment No: ORD 2020-001

3. [AB2020-001](#) Resolution approving Whatcom County Parks & Recreation's proposed lease of the Ostrom Conservation Site to the Nooksack Valley School District to maintain and operate the property as an outdoor education program and public site

Mike McFarlane, Parks and Recreation Department, briefed the Council.

Buchanan opened the public hearing, and hearing no one, closed the public hearing.

Byrd moved and Kershner seconded that the Resolution Requiring a Public Hearing be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-003

1. [AB2019-480](#) Ordinance amending Whatcom County Code Chapters 11.16 and 11.20 to protect Lake Samish shoreline properties and Lake Samish water recreation

Ryan Ericson, Planning and Development Services Department, answered questions about the erosion potential of ballast and ski boats operating 150 feet as compared to 300 feet from the shore.

Buchanan opened the public hearing, and the following people spoke:

Ron Goodman

Brian McFarlane

Chris Fellows
Gary Baker
Brett Milewski
Laurie Henley
Paul Joostens
Gary Wood
Katie Stark
Dave Pros
Jeff Hunt
Marc Walker
Rich DeVeau
Jeff Monks
Jim Beard
Eric Huntoon
Jim Holstine
Becky O'Brien Willson
Steve Tomicki
Janet Monks
Micah Ping
Garrett Walker
Millie Johnson
Dan Peck
Jonathan Niva
Don Terry
Stacy Ziegler
Jim Peeples
James Willson
Jim Bremer
Cooper Walker
Eric McHenry
Richard Herman
Jacob Alexander
Noah Joostens
David DeYoung
Melanie Henley

Hearing no one else, Buchanan closed the public hearing.

Byrd moved that the Ordinance be adopted.

The motion was seconded.

Councilmembers thanked the speakers, discussed the motion, and spoke

about whether safety is an issue for non-motorized activities on the lake, and how the community can find ways to regulate visitors who come from outside the area to recreate on the lake, and how the County can enforce two different distances.

Byrd's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Elenbaas, and Kershner

Nay: 2 - Donovan, and Frazey

Absent: 0

Enactment No: Ord 2020-002

OPEN SESSION (20 MINUTES)

The following people spoke:

The following people spoke about the withdrawal of the Renewable Energy Group (REG) permit application for the Green Apple Project at the Phillips 66 Refinery and the moratoriums at Cherry Point:

Trevor Smith

(inaudible) Tarter

Michael (inaudible)

Adam Lamb

Luis Aragon

The following people spoke about issues concerning Point Roberts:

Allison Calder

John Lesow submitted a handout (on file)

Ken Calder

The following people spoke about the Public Health, Safety, and Justice Facility Needs Assessment:

Max Perry

Carole Perry

Buchanan closed the open session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

1. [AB2020-039](#) Request approval to sign agreement with Washington State Recreation and Conservation Office Washington Wildlife and Recreation Program Farmland Preservation grant program to provide matching funds for the acquisition of an

agricultural conservation easement on the McLeod property through the Purchase of Development Rights (PDR) Program

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-040](#) Request approval to sign agreement with Washington State Recreation and Conservation Office Washington Wildlife and Recreation Program Farmland Preservation grant program to provide matching funds for the acquisition of an agricultural conservation easement on the Roper property through the Purchase of Development Rights (PDR) Program

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-041](#) Request approval to sign agreement with Washington State Recreation and Conservation Office Washington Wildlife and Recreation Program Farmland Preservation grant program to provide matching funds for the acquisition of an agricultural conservation easement on the TeVelde property through the Purchase of Development Rights (PDR) Program

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [AB2020-043](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Max Higbee Center to support critical construction improvements at their newly leased location, in the amount of \$100,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion

carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [AB2020-044](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to support operations at the Ground Floor Day-Use Center, in the amount of \$125,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. [AB2020-045](#) Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Fraternal Order of Police, Matt Herzog Memorial Lodge #24 representing Whatcom County Sheriff's Office Management Group

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

7. [AB2020-055](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694

Byrd reported for the Finance and Administrative Services Committee and stated that this agenda item was HELD IN COMMITTEE.

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-020](#) Ordinance amending the 2020 Whatcom County Budget, request no. 3, in the amount of \$1,586,506

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED.

Councilmember Frazey spoke about the plantation range and stated she would like to look at it again at the next budget cycle to see if it is losing money.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-003

2. [AB2020-003](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for mutual assistance on minor road projects with labor, equipment, or materials on a reimbursable basis for road maintenance activities through January 31, 2024

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-034](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for Mini-Chain Services in the amount of \$153,411.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [AB2020-035](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Oak Harbor for Mini-Chain Services in the amount of \$1,845.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [AB2020-036](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Marysville for Mini-Chain Services in the amount of \$37,006.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. [AB2020-050](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Island County for Mini-Chain Services in the amount of \$4,626.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

7. [AB2020-053](#) Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the City of Lynden's request for a loan in the amount of \$2,000,000 and a grant in the amount of \$1,000,000

Byrd reported for the Finance and Administrative Services Committee.

Kershner moved and Elenbaas seconded that the request be APPROVED.

Kershner summarized the presentation and the request.

Tyler Schroeder, Executive's Office, answered questions and Councilmembers discussed how many other projects will be coming forward for Economic Development Investment (EDI) funding, protecting

the EDI funds so they can be used for other needs such as the childcare crisis, granting and loaning money that would enable the owners of the land to increase the value of their property, recusing oneself from discussion and voting on a proposal when a potential conflict of interest exists, ways that the proposal could be restructured to come back to the Council for approval, the fact that part of the EDI money has come from the the citizens of the City of Lynden, and how to proceed with the request before them.

Kershner's motion failed by the following vote:

Aye: 1 - Kershner

Nay: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Absent: 0

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-054](#) Request confirmation of the Executive's new appointments and reappointments to Executive boards and committees; appointments to take effect on February 1, 2020

Donovan moved that all the appointments be confirmed.

Byrd suggested a friendly amendment to hold confirmation of the Housing Advisory Committee appointment for two weeks to keep it open for additional applicants.

Satpal Sidhu, County Executive, answered questions about the suggestion to hold the confirmation.

Donovan accepted the friendly amendment and ***moved*** to confirm all of the appointments except for the Housing Advisory Committee. The motion was seconded.

Sidhu answered questions about whether the Agricultural Advisory Committee has full membership.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Donovan moved to ask that the Executive bring a request for confirmation of applicants for the Housing Advisory Committee at a later date.

Donovan withdrew his motion because a motion is not needed from the

Council.

Donovan's motion that the Executive Appointments be CONFIRMED except for the Housing Advisory Committee carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Byrd moved that the introduction items be introduced.

Tyler Schroeder, Executive's Office, answered a question about whether the item two should be introduced tonight since ***AB2020-055 Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694*** was held in Committee.

See vote on individual item below.

1. [AB2020-046](#) Ordinance amending the 2020 Whatcom County Budget, request no. 4, in the amount of \$193,202

Byrd moved that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-052](#) Ordinance amending the project budget for the New Jail Project Fund 2013-2014, request no. 5

Byrd moved that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Satpal Sidhu, County Executive, requested to give an Executive Report and reported on an upcoming trip to Olympia to talk to the Governor's Office

about the Phillips 66 Green Apple project not moving forward and the housing and childcare crises in Whatcom County; revisiting the board structure of the Economic Development Investment (EDI) board and criteria for securing EDI funds; including the Business and Commerce Advisory Committee in the EDI funding approval process; what kind of information the Council would like to see on the cover sheets of contracts that come before the Council for approval; a desire to create a formal process to set a schedule for at least four meetings with each Councilmember a year to improve communication between the Councilmember and the administration; and engaging early on the biennium budget by requesting Councilmembers to submit proposals of budget priorities in writing before the budget process begins.

Councilmembers gave committee reports and updates on recent activities and upcoming events.

Byrd submitted a resolution for consideration:

[AB2020-072](#)

Resolution supporting environmentally friendly renewable energy projects

Byrd moved that the RESOLUTION be approved. The motion was seconded.

Councilmembers and Executive Sidhu discussed the Resolution, the recent application for the Green Apple Renewable Fuels Facility project, addressing regulatory uncertainty and how to expedite permit processes.

Tyler Scroeder, Executive's Office, suggested amended language in the last paragraph of the Resolution:

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council will work with-requests the County Executive and County Planning department to create an expedited permitting process and try to define legal uncertainties work with the Green Apple project to create an expedited-permitting process for all renewable energy projects, including the Green Apple project.

Byrd accepted the suggested language amendment and ***moved*** to approve as amended. The motion was seconded.

Donovan suggested to change the wording: to create an expedited fair permitting process and try to define legal uncertainties.

Browne suggested to change the wording: NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council, ~~requests~~ the County Executive and County Planning department will work together to establish

~~the specific regulatory uncertainties affecting renewable energy projects work with the Green Apple project to create an expedited permitting process for all renewable energy projects.~~

Byrd did not accept the suggested language from Donovan or Browne.

Karen Frakes, Prosecuting Attorney's Office, stated she is not concerned about the proposed resolution.

Byrd's motion that the Resolution be APPROVED AS AMENDED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-004

Councilmembers continued giving committee reports and updates on recent activities and upcoming events.

Browne submitted two letters in support of HB 1497 and HB 2679 (related to funding for foundational public health services and *moved* to request that the Council approve and send the first letter (related to HB1497). The motion was seconded.

Councilmembers discussed whether they support the letter and how the wording of the letter should reflect that support.

Browne suggested to amend the language of the first paragraph to add a sentence at the end that states: The Council majority supports this bill and we hope you will too.

The suggestion was seconded.

The motion to approve as amended carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 0 -

Abstain: 2 - Byrd and Elenbaas

Councilmembers discussed the language of the second letter.

Donovan suggested that the language of the letter reflects that it comes from the Council majority by adding "The Whatcom County Council

majority urges the legislature..."

Browne accepted the change and ***moved*** to request that the Council approve and send the second letter (related to HB 2679) as amended. The motion was seconded.

The motion to approve as amended carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 0 -

Abstain: 2 - Byrd and Elenbaas

Councilmembers discussed an idea of purchasing the Bellis Fair Mall property to use for County facilities and gave other updates.

ADJOURN

The meeting adjourned at 11:46 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2020-028

File ID:	MIN2020-028	Version:	1	Status:	Agenda Ready
File Created:	02/03/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Committee of the Whole for January 28, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Committee of the Whole Jan 28 2020

Whatcom County Council Special Committee of the Whole

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



Committee Minutes - Draft Minutes

ESTIMATED TIME - MEETING MAY BEGIN EARLIER/LATER THAN 2:30 P.M.

Tuesday, January 28, 2020

2:30 PM

Council Chambers

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 3:10: p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

1. [AB2020-038](#) Discuss proposed Interlocal Agreement between Whatcom County and cities relating to interim procedures for amending the Countywide Planning Policies

Matt Aamot, Planning and Development Services Department, gave a brief history of the previous discussion on this item. He and Mark Personius, Planning and Development Services Department Director, discussed with Councilmembers why this process is not done through Comprehensive Plan amendments, the city approval process (item 7) and what percentage of the Cities approving should be required, having language stating that the Cities be in agreement with a proposed amendment before it goes to the County Council, and what the process for amendments would be if this interlocal agreement is not agreed upon.

Elenbaas moved to amend Section 1, Item 1 ("Authority to Initiate Amendment") to combine Sub-items "c," "d," and "e" (c. the City Council, d. City Mayor, and e. City Manager) so that the City Council, Mayor, and Manager need to be in agreement before a proposed amendment to the countywide planning policies is moved forward.

Byrd suggested a friendly amendment to delete subitems "d" and "e" so that only the City Council can move an amendment forward.

The motion was seconded.

Elenbaas accepted the friendly amendment and ***moved*** to amend Section 1, Item 1 ("Authority to Initiate Amendment") to remove Sub-items "d," and "e" (d. City Mayor, and e. City Manager) so that the Whatcom County Executive, the Whatcom County Council, and any City Council may initiate a proposed amendment to the countywide planning policies.

Section 1. Interim Procedures for Amending the Countywide Planning

Policies

The Cities and the County agree to the following interim procedures for amending the countywide planning policies:

1. Authority to Initiate Amendment - Any of the following may initiate a proposed amendment to the Countywide Planning Policies by submitting a written

proposal to the County Planning Director:

- a. The Whatcom County Executive;
- b. The Whatcom County Council;
- c. Any City Council;
- ~~d. Any City Mayor;~~
- ~~e. Any City Manager.~~

The discussion continued about how the process would work with this amendment.

The motion failed by the following vote:

Aye: 2 - Elenbaas and Byrd

Nay: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Byrd moved to only remove Section 1, Item 1, Sub-item "e."

Section 1. Interim Procedures for Amending the Countywide Planning Policies

The Cities and the County agree to the following interim procedures for amending the countywide planning policies:

1. Authority to Initiate Amendment - Any of the following may initiate a proposed amendment to the Countywide Planning Policies by submitting a written

proposal to the County Planning Director:

- a. The Whatcom County Executive;
- b. The Whatcom County Council;
- c. Any City Council;
- d. Any City Mayor;
- ~~e. Any City Manager.~~

The motion was seconded.

Discussion continued and Tyler Schroeder, Executive's Office, answered questions about the makeup of the City governments.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 1 - Kershner

Byrd moved to strike Section 1, Item 8.

~~8. Whatcom County Council Adoption - Following approval of the countywide planning policy amendments by the cities under section 7 above, the County Council may, after conducting a public hearing, adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the County Council adoption process. Countywide planning policies become effective upon adoption by the County Council.~~

The motion was seconded.

Byrd withdrew his motion.

Byrd moved to remove Section 1, Item 7, Sub-item "b" and to amend Section 1, Item 7, Sub-item "a:"

7. City Approval Process - The respective city legislative authorities must act upon final draft countywide planning policy amendments within 90 days of the County Council vote to send the amendments to the cities for review and approval. City approval of the countywide planning policies must be by:

a. Cities representing at least 51 percent of the total population of Whatcom County. ~~65 percent of the total population living inside the 7 incorporated cities; and~~

~~**b.** At least 55% of the cities (for example, 4 of the 7 existing cities).~~

The motion was seconded and Councilmembers discussed the motion.

Kershner suggested a friendly amendment to amend the 65 percent of the total population living inside the 7 incorporated cities.

Kershner withdrew her suggested friendly amendment.

Councilmembers discussed the wording of Item 7 and the ability of one jurisdiction to impose their will on another.

Browne moved to call the question.

The motion to call the question carried by the following vote:

Aye: 7- Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Byrd's motion failed by the following vote:

Aye: Byrd

Nay: Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Browne moved to accept the document as amended with the removal of Section 1, Item 1, Sub-item "e."

The motion was seconded and Councilmembers discussed the motion.

The motion failed by the following vote:

Aye: Browne and Donovan

Nay: Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Buchanan moved to hold in Committee and request staff to bring back a recommendation especailly for Item 7 so that the language would include a percentage that the small cities can achieve and would not allow any jurisdiction to be able to impose its will on another.

The motion was seconded.

Councilmembers discussed the motion and possibly amending Item 7 to change the "and" to an "or," on Sub-item "a" and increasing the percentage in that same item so that the City of Bellingham would have to get at least one other small city on board, or four small cities could agree to approve, and no one city could veto.

Buchanan's motion that the Discussion be HELD IN COMMITTEE carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

Other Business

Adjournment

The meeting adjourned at 4:35 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: MIN2020-029

File ID:	MIN2020-029	Version:	1	Status:	Agenda Ready
File Created:	02/03/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for January 28, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: COTW Exec Jan 28 2020

Whatcom County Council Committee of the Whole-Executive Session

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



Committee Minutes - Draft Minutes

**Tuesday, January 28, 2020
1:30 PM
Council Conference Room**

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1:34 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

[AB2020-042](#) Update on negotiations and planning strategy discussion regarding collective bargaining. Discussion of this item may take place in executive session (closed to public) pursuant to RCW 42.30.140(4)(a)

Attorney Present: None.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.140(4)(a). Executive session will conclude no later than 2 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Browne moved to go into executive session until no later than 2 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 0

Out of the Room: 1 - Elenbaas

This agenda item was DISCUSSED.

Other Business

Adjournment

The meeting adjourned at 1:55 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, 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: AB2020-059

File ID:	AB2020-059	Version:	1	Status:	Agenda Ready
File Created:	01/22/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to fill vacancy on the Lummi Island Ferry Advisory Committee (LIFAC) - applicant(s):
Gregory Rice

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

LUMMI ISLAND FERRY ADVISORY COMMITTEE

1 Vacancy, Partial term ending 2022. Applicant must be a county resident who does not live on or own property on Lummi Island. The Committee provides review and recommendations to the County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. Review includes: proposed changes to ferry operations and fares; an annual review of the ferry fund; demands of and improvements to ferry services; and ferry replacement options. Meets monthly.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Report, Rice application

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

ANNUAL BOARDS, COMMITTEES AND COMMISSIONS VACANCIES

February 11, 2019

All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Appointments are without compensation unless otherwise noted.

LUMMI ISLAND FERRY ADVISORY COMMITTEE

1 Vacancy, Partial term ending 2022.

Applicant must be a county resident who does not live on or own property on Lummi Island. The Committee provides review and recommendations to the County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. Review includes: proposed changes to ferry operations and fares; an annual review of the ferry fund; demands of and improvements to ferry services; and ferry replacement options. Meets monthly. **County Council appointed**

APPLICANT(S):

- Gregory Rice

Lummi Island Ferry Advisory Committee: Gregory Rice

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, January 15, 2020 9:20:10 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name GREGORY

Last Name RICE

Today's Date 1/15/2020

Street Address 816 EAST MABERRY DRIVE

City LYNDEN

Zip 98264

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3607342224

Secondary Telephone 3603036341

Email Address greg2pray@gmail.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a County resident who doesn't live or own property on
Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 4

4. Are you a US
citizen?

Field not completed.

5. Are you registered to
vote in Whatcom
County?

Field not completed.

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

Field not completed.

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am retired and disabled and lived in the Whatcom County since 1991.. my working career is 25 years in retail/wholesale grocery [19 years in management] and 22 years in Peacehealth Medical system [17 in Cancer Tech work and 5 years in security. I operated and owned Seattle restaurant for six plus years. I have AA degree from NSCC and will completed 156 of upper level college credits. I have volunteered for 40 years [Seattle Children's Home, Washington Alzheimer Society, , PeaceHealth, Creation Festivals, 20 years in Church youth work, Animals as Natural Therapy, and Be the One
10. Please describe why you're interested in serving on this board or commission	maintain access for visitors and owners to Lummi Island to benefit the whole community of Whatcom
References (please include daytime telephone number):	Ed Rowland 360-3030748; Steve Vonderdau 253-208-2612; Kathy Kersher 360-220-7535; Larry Helm 360-961-9584
Signature of applicant:	Greory A. Rice
Place Signed / Submitted	lynden
(Section Break)	

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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: AB2020-061

File ID:	AB2020-061	Version:	1	Status:	Agenda Ready
File Created:	01/22/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to fill vacancies on the Countywide Flood Control Zone District Advisory Committee -
Applicant(s): Steve Seymour, Jeff DeJong, and John Perry (Council acting as the Flood Control Zone
District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE

1 Vacancy, 4-year terms, geographic areas representative

1 Vacancy, 1-year terms, special districts representatives

1 Vacancy, 1-year terms, impacted cities representatives

All current members are eligible to reapply. Any person interested in serving on the advisory committee may be appointed as an alternate for a term of six years. Alternate members shall be notified of each meeting and are encouraged to attend. Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed. Flood Control Zone District Board of Supervisors-appointed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Report, Seymour Application, DeJong application, Perry Application

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**

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

ANNUAL BOARDS, COMMITTEES AND COMMISSIONS VACANCIES**February 11, 2020**

This list represents all vacancies through January 31, 2020. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Appointments are without compensation unless otherwise noted.

FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE

- 1 Vacancy, 4-year terms, geographic areas representative
- 1 Vacancy, 1-year terms, special districts representatives
- 1 Vacancy, 1-year terms, impacted cities representatives

All current members are eligible to reapply. Any person interested in serving on the advisory committee may be appointed as an alternate for a term of six years. Alternate members shall be notified of each meeting and are encouraged to attend. Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed. Flood Control Zone District Board of Supervisors-appointed.

APPLICANT(S): GEOGRAPHIC AREA:

- Steve Seymour, alternate (*WCC 100.02.080: When a vacancy occurs following a completed term, the board will solicit applications for the vacancy from the community as well as considering appointment from the alternate list.*)

APPLICANT(S): SPECIAL DISTRICTS

- Jeff DeJong, incumbent

APPLICANT(S): IMPACTED CITIES

- John Perry, incumbent

Flood Control Zone

NaDean Hanson

Geographic

From: noreply@civicplus.com
Sent: Tuesday, January 23, 2018 10:09 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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First Name Steve

Last Name Seymour

Date 1/23/2018

Street Address 3725 dana

City Bellingham

Zip 98225

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? Field not completed.

Primary Telephone 3607330873

Secondary Telephone 3607392490

Email Address draytoncsa@comcast.net

Step 2

1. Name of Board or Committee Flood Control Zone District Advisory Committee

Flood Control Zone Geographic Area representative
District Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: 1911-1916 (approximate)

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions [resume.pdf](#)

9. Please describe your Field not completed.

occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities, and
education

10. Please describe why
you're interested in
serving on this board or
commission

Use past experience to help guide successful achievement of
the goals of the in County's Flood Hazard Mitigation Program.

References (please
include daytime
telephone number):

Jon Hutchings 778-6200 Ron Bronsema 354 2972

Signature of applicant:

stephen Seymour

Place Signed / Submitted

Bellingham WA

(Spacing Break)

Email not displaying correctly? [View it in your browser.](#)

Steve Seymour
3725 Dana St
Bellingham WA 98225

Education

BA. Biology, Un Cal at Northridge

MA Fisheries, Un Cal at Humboldt

Professional Experience (Dates are Approximate)

Salmon Culturist: Prairie Creek Hatchery, Orick Cal 1970-1977

Program Technical Director, Lummi Indian Aquaculture Program, Bellingham WA 1977-1990

Watershed Steward/Fishery Biologist WDFW, Northern Washington State, 1991-1913

Shellfish Culturist, Lummi Aquaculture & Drayton Harbor Oyster CO. 1985-Present

Owner, Drayton Harbor Oyster Co LLC, Blaine, WA 1913-Present

Volunteer Boards Served on

Nooksack Salmon Enhancement Association, 1913-1916

Bellingham Technical College, Fishery Program Advisory Board. 1910-1916

Whatcom County Flood Control Advisory Committee 1911-1915

Drayton Harbor Shellfish Advisory Board. 1913-Present

Blaine Mainstreet Program Board. 1917-Present.

Flood Control Zone District Advisory Committee: Jeff DeJong

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, January 22, 2020 10:41:14 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title *Field not completed.*

First Name Jeff

Last Name DeJong

Today's Date 1/21/2020

Street Address 1159 Abbott Rd

City Lynden

Zip 98264

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 360-815-0973

Secondary Telephone *Field not completed.*

Email Address eaglemillwookie@yahoo.com

Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

Flood Control Zone
District Advisory
Committee Position:

Special Districts representative

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 2

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

Yes

If yes, please list dates:

I have served on this committee for the past 11 years. 2008-2019

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,

Field not completed.

qualifications, &
interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Dairy Manager/Owner

10. Please describe why you're interested in serving on this board or commission

I live and work in the Nooksack River Floodplain and have served on this committee for the past 11 years. I am interested in ensuring a continued safe future in the floodplain.

References (please include daytime telephone number):

Pastor John VanSchepen 360-354-2361 Irwin Noteboom 360-354-3338

Signature of applicant:

Jeff DeJong

Place Signed /
Submitted

Bellingham, WA

(Section Break)

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: John Perry Date: 1/26/2020
 Street Address: 1312 Birchwood Dr
 City: Everson Zip Code: 98247
 Mailing Address (if different from street address): _____
 Day Telephone: 360-778-3708 Evening Telephone: _____ Cell Phone: 360-815-5954
 E-mail address: Mayor@ci.everson.wa.us

1. Name of board or committee—**please see reverse:** Flood Control Zone District Advisory
2. **You must specify which position you are applying for. Please refer to vacancy list.** _____
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
 (If applicable, please refer to vacancy list.) _____ ☒ yes () no
4. Which Council district do you live in? _____ () One () Two () Three () Four () Five
5. Are you a US citizen? _____ ☒ yes () no
6. Are you registered to vote in Whatcom County? _____ ☒ yes () no
7. Have you ever been a member of this Board/Commission? _____ ☒ yes () no
 If yes, dates: 1/10 - 12/19
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? _____ () yes ☒ no
 If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? _____ () yes () no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

Mayor - City of Everson

11. Please describe why you're interested in serving on this board or commission: _____

References (please include daytime telephone number): _____

Signature of applicant: _____

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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: AB2020-078

File ID:	AB2020-078	Version:	1	Status:	Agenda Ready
File Created:	01/30/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointments to fill vacancy on the Birch Bay Watershed and Aquatic Resources management Advisory (BBWARM) Committee - Applicant: Jackie Bourgault (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Vacancy, 4-year term. Applicants must live within the district boundary. The BBWARM Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors regarding implementing the BBWARM District stormwater program. Committee members geographically represent a broad spectrum of stakeholders from within the BBWARM District boundaries. Meets monthly. Flood Control Zone District Board of Supervisors-appointed

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Report, Bourgault Application

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**

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

ANNUAL BOARDS, COMMITTEES AND COMMISSIONS VACANCIES

February 11, 2020

This list represents all vacancies through January 31, 2020. All appointees must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Appointments are without compensation unless otherwise noted. Applications are available in the County Council and County Executive's Offices, addresses below. Applicants may also apply online at: <http://wa-whatcomcounty.civicplus.com/1584/How-to-Apply>

BIRCH BAY WATERSHED AND AQUATIC RESOURCES MANAGEMENT ADVISORY COMMITTEE

1 Vacancy, 4-year term. Applicants must live within the district boundary. The BBWARM Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors regarding implementing the BBWARM District stormwater program. Committee members geographically represent a broad spectrum of stakeholders from within the BBWARM District boundaries. Meets monthly. **Flood Control Zone District Board of Supervisors appointed**

APPLICANT(S):

- Jackie Bourgault

BBWARM: Jackie Bourgault

Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, January 30, 2020 9:58:21 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
-------	------

First Name	Jackie
------------	--------

Last Name	Bourgault
-----------	-----------

Today's Date	1/30/2020
--------------	-----------

Street Address	1624 Main St
----------------	--------------

City	Lynden
------	--------

Zip	98264
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
--	----------------------

Primary Telephone	3605263346
-------------------	------------

Secondary Telephone	3603191078
---------------------	------------

Email Address	jackie.bourgault@bp.com
---------------	-------------------------

Step 2

1. Name of Board or	Birch Bay Watershed and Aquatic Resources Management
---------------------	--

Committee	Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I work at BP Cherry Point.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	2019 JBourgault Resume.pdf

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I'm a licensed professional civil engineer who has worked in Whatcom County for the last 15 years. I've worked mainly as an engineer in land development/land use and have specialized in stormwater/watershed modeling along with stormwater design. I currently work at BP Cherry Point Refinery in our Environmental department and am responsible for the site's stormwater program, air compliance as well as the site's land use permitting program.
10. Please describe why you're interested in serving on this board or commission	I would like to support the BBWARM Advisory Committee by looking at ways we can protect our drainage pathways utilizing innovative designs and a collaborative approach between the various stakeholders. I have a specific interest in water quality issues related to stormwater management and am eager to work with the committee on opportunities to make meaningful improvements in the area.
References (please include daytime telephone number):	Ken Taylor - (219) 370-3310, Pete Sim (360) 526-3878, Pam Brady (360) 371-1519
Signature of applicant:	Jackie Bourgault
Place Signed / Submitted	Blaine, WA

(Section Break)

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Jackie Bourgault, PE

Civil Engineer

1624 Main St., Lynden WA 98264 • 360.410.7276 • jackie.bourgault@bp.com•

Personal Statement

Professional Civil/Environmental Engineer with 15 years of experience managing various environmental and land development projects and programs. Proficient in engineering, project permitting, air, water, and soil regulatory compliance. A creative problem solver who maintains a strong work ethic, versatility in all areas of Environmental Engineering, excellent technical skills, trustworthy team member with strong people skills. Looking to pursue opportunities that provide challenging ways to grow and develop my career.

Professional Experience

BP CHERRY POINT, Blaine, WA

08/2018 to Present

Land Use Engineer

- ❖ Work with project teams to permit green and brown field projects through Whatcom County Planning and Public Works, Army Corp of Engineers, Washington State Department of Ecology and Washington Department of Fish and Wildlife.
- ❖ Ensure that development projects address site technical standards, permitting requirements and environmental constraints such as SEPA, wetlands, site contamination, Title V, and NPDES permit requirements.
- ❖ Provide environmental oversight of ongoing construction projects to help ensure compliance with various permit conditions.
- ❖ Assist in the development of the Refinery's overall permitting strategy.
- ❖ Provide on-call and emergency response services for the site's Incident Management Team.
- ❖ Provide day-to-day support for the Utilities unit.
- ❖ Track and assess ongoing regulatory developments.
- ❖ Maintain agency relationships to promote ongoing and future collaboration.
- ❖ Back-fill as needed as the Wastewater Engineer and Land Management Engineer.

BP CHERRY POINT, Blaine, WA

12/2014 – 08/2018

Environmental Engineer

- ❖ Responsible for Cherry Point's Air Compliance Testing Program, Stormwater Program, and Land Development Permitting.
- ❖ Accountable for compliance with stationary sources, vapor recovery and indirect source permit requirements including New Source Performance Standards (NSPS).
- ❖ Lead interdepartmental coordination between planning, engineering, operations and third-party contractors to schedule, setup and test our sites combustion sources and continuous emissions monitors (CEMs). Coordination also includes testing at the regulation required conditions to ensure a safe, successful, timely and cost-effective stack test.
- ❖ Facilitate valuable collaboration between various stakeholders including operations and environmental during turnaround support coverage.
- ❖ Perform day-to-day environmental oversight of ongoing construction projects including construction dewatering, erosion control, NPDES compliance, spill prevention, and emergency response.
- ❖ Provide on-call and emergency response services for the site's Incident Management Team.
- ❖ Support day-to-day environmental needs for the Hydrocracker unit.

- ❖ Function as refinery liaison during agency inspections including, defending the refinery's position in the event of a dispute, implementing corrective actions as necessary and representing refinery interests to external stakeholders and agencies.
- ❖ Committed to a safe work environment as demonstrated during the Rail Logistics Project when a contractor was asked to stop work due to proximity of an excavator to power lines.
- ❖ Back-fill as needed as the Wastewater Engineer and Land Management Engineer.
- ❖ Developing a site constraints map in ArcGIS that displays the site's property, wetlands, drainage areas, below ground utilities, and MTCA sites.

CASCADE ENGINEERING GROUP, P.S., INC, Bellingham, WA

06/2010 to 12/2014

Design Engineer/ Project Manager

Project Examples Include: BP Cherry Point Rail Logistics Project, Ferndale Town Center, City of Sumas Water Comprehensive Plan, and various other subdivisions located in Whatcom County.

- ❖ Explored and evaluated many various engineering layout options for each project including design modeling, technical calculations/analysis, and site considerations as lead designer.
- ❖ Prepared the Stormwater Site Plan, Stormwater Design Report and Stormwater Pollution Prevention Plan for submittal to the associated agencies.
- ❖ Analyzed project's on-site stormwater runoff using Western Washington Hydrology Model and StormSHED.
- ❖ Preparation of permit applications including, SEPA Environmental Checklist, Land Disturbance Permit and Washington State Department of Ecology's Notice of Intent for a NPDES Permit.
- ❖ Conducted the CESCL site inspections, stormwater sampling, and preparation of the DMR reports for the Washington State Department of Ecology.
- ❖ Developed written engineering reports for submittal to associated regulatory agencies such as a Water System Plan including existing and future water system demands for submittal and acceptance by the Washington State Department of Health.

DAVID EVANS AND ASSOCIATES, INC, Portland, OR

05/2004 to 11/2010

Design Engineer/ Project Manager

Projects: WWU Lincoln Creek Transportation Center Creek Restoration, Bellingham International Airport Stormwater Management Master Plan Addendum, BP Cherry Point Non-Process Facilities (MSC), Birchpoint Watershed Modeling Project, and various other subdivisions located in Whatcom County.

- ❖ Explored and evaluated many various engineering layout options for each project including design modeling, technical calculations/analysis, and site considerations as lead designer.
- ❖ Prepared the Stormwater Site Plan, Stormwater Design Report and Stormwater Pollution Prevention Plan for submittal to the associated agencies.
- ❖ Collaborated in the preparation of the Port of Bellingham's stormwater master plan by modeling the runoff for existing and future development of their 900-acre Bellingham International Airport property.
- ❖ Coordinated design information between various engineering companies as project manager.

Education

University of Washington, Seattle, WA

09/2001 – 03/2004

Bachelor of Science in Civil and Environmental Engineering Degree

Whatcom Community College, Bellingham, WA
Associate in Arts and Science

09/1998 – 03/2001

Certifications

- | | |
|---|---------|
| ❖ Professional Engineering License, Washington State | 10/2014 |
| ❖ Hazardous Material Emergency Response Technician | 03/2015 |
| ❖ Certified Erosion and Sediment Control Lead (CESCL), Washington | 10/2019 |
| ❖ Northwest Opacity Certification, EPA Method 9 | 03/2018 |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-079

File ID:	AB2020-079	Version:	1	Status:	Agenda Ready
File Created:	01/31/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the Executive's appointment of Douglas Cornelsen to the Northwest Senior Services Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See application and recommendation letter

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Recommendation, Cornelsen Application



RECEIVED

JAN 27 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

OK
SS

January 23, 2020

TO: Whatcom County Executive Satpal Sidhu

FROM: Dan Murphy, Executive Director

SUBJECT: Recommendation to the NWSSB

Currently, there is one opening on the Northwest Senior Services Board (NWSSB) for Whatcom County. Recently we heard from an interested community member, Douglas Cornelsen, who would like to serve on the board. Mr. Cornelsen has valuable experience in Medicare insurance, along with end of life planning.

On Wednesday, the Interview Committee met with Mr. Cornelsen and unanimously decided to recommend him for appointment to the NWSSB. Prior to the interview, he submitted the Boards and Commissions application to the County. Should Mr. Cornelsen be appointed, Whatcom County would not have any vacancies on the NWSSB.

If I can be of further assistance, please do not hesitate to contact me.

An Association of County Governments
Serving the People of Island, San Juan, Skagit and Whatcom Counties
600 Lakeway Drive, Suite 100 – Bellingham, WA 98225 – 360.676.6749- nwrwa.org



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Douglas
Last Name	Cornelsen
Today's Date	12/16/2019
Street Address	8860 Valley View Road
City	Custer
Zip	98240
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	6122038349
Secondary Telephone	6127181500
Email Address	doug@cornelsengroup.com
1. Name of Board or Committee	Northwest Senior Services Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a licensed Life and Disability Agent. I work at KeyBank in Ferndale, WA as a personal banker. My family have been residents of Ferndale for the last 60 years. My wife was born in Bellingham and I was born in Seattle. I attend Cornwall church and attend senior activities. My insurance business was based on working with the Baby-Boomers and helping them both navigate life and health insurance as well as Medicare and life affecting financial needs.
10. Please describe why you're interested in serving on this board or commission	My interest in working with this board or commission is to help Seniors with programs and solutions that will affect their livelihood in their retirement years. I want to use my knowledge and background working with Seniors to help me help the Board or Commission meet the needs of the District(s) in Whatcom County.
References (please include daytime telephone number):	Sandy Dralle - 360-366-3654 Thomas Simenson - 360-220-0216 Judy Simenson - 360-734-0844
Signature of applicant:	Douglas W Cornelsen
Place Signed / Submitted	Ferndale, WA



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-080

File ID:	AB2020-080	Version:	1	Status:	Agenda Ready
File Created:	02/04/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of Executive's appointment of Daniel Sulak to the Marine Resources Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See application and staff memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Sulak application

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director




NATURAL RESOURCES
322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

RECEIVED

TO: The Honorable Satpal Singh Sidhu, County Executive Elect

THROUGH: Jon Hutchings, Director

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

RE: Marine Resources Committee appointment recommendation

DATE: January 30, 2020

FEB 4 - 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

There is currently one vacancy on the Marine Resources Committee (MRC) for a Recreation Interest position. This position became vacant January 16, 2020, due to the resignation of Mr. Jim Hansen from the MRC. It was decided at a previous MRC meeting by the full committee that the Executive Subcommittee would serve as a "Nominations" committee by reviewing applications and submitting recommendations. The Executive Subcommittee reviewed all MRC applications on file.

The MRC recommends the appointment of Mr. Daniel Sulak to represent a Recreation interest to the MRC. Mr. Sulak's experience with water quality sampling and coordination with agency partners will be invaluable to the water quality work the MRC is leading in North Chuckanut Bay. In addition Mr. Sulak has shown that he is available to volunteer necessary time to participate in MRC projects.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286

yes
Satpal 4/2/20



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Daniel
Last Name	Sulak
Today's Date	12/7/2019
Street Address	722 Coho Way
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	2404 Old Lakeway Drive, Bellingham, WA 98229
Primary Telephone	303-495-0383
Secondary Telephone	Field not completed.
Email Address	dansulak@gmail.com
1. Name of Board or Committee	Marine Resource Committee
Marine Resource Committee Position:	Recreational Interest
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes

fish, crab, and play in the ocean while visiting family in New Jersey. I became an avid surfer and snorkeler while living in Hawaii, and my appreciation of marine environments deepened. I learned to sail in 2017, and the desire to be near the sea drew me to Bellingham where I now live aboard my 30' sailboat. Living here, I am continually learning more about the vast opportunities our environment provides for recreation. I have been out cruising on the boat as much as possible this past year, and I began crewing for another captain during the Wednesday night races. I love being able to go out and catch crabs, or to go up and dig for clams at Semiahmoo or Birch Bay. I also like to get out and paddle different crafts on the water. I have participated in Ski to Sea and the Bellingham Traverse, and I deeply appreciate the way that these activities help to tie the community together.

10. Please describe why you're interested in serving on this board or commission

I would like to serve on the Marine Resource Committee in order to preserve and enhance our marine resources now and into the future. Getting people out to enjoy and appreciate the natural world is the best way to remind and teach people that we are a part of the environment, it is not something removed or separate. By representing the recreational interest on the committee, I hope to bring the perspective of those who like to play on the water and shorelines. Appealing to those interests in the public will help to foster a healthy, productive, and accessible marine environment for all users of our shared resources. Additionally, as a relative newcomer to Whatcom County, I would like to serve in order to strengthen my ties and contribute to my new community. I plan to be in this area long-term, and I would like to do my part to ensure that we maintain a thriving environment for all. I am dedicated to projects that I start, and I fully intend to put in the necessary time to do good work with this committee. Thank you for taking the time to consider me for the marine resource committee.

References (please include daytime telephone number):

Michael Isensee - (360) 961-7412
Kyrre Flege - (360) 746-1249

Signature of applicant:

Daniel J Sulak

Place Signed / Submitted

Bellingham, WA

Daniel J. Sulak
(303) 495 0383
dansulak@gmail.com
722 Coho Way
Bellingham, WA 98225

Education

- **University of Oregon** **Eugene, OR**
Master of Science, Geological Sciences *September, 2016*
 - Master's Thesis: Iceberg properties and distributions in three Greenlandic fjords using satellite imagery
- **University of Hawaii** **Manoa, HI**
Bachelor of Science, With Distinction, Global Environmental Science *December, 2007*
 - Senior Research Thesis: Sorption characteristics of dissolved phosphorus compounds onto iron (oxy)hydroxides in seawater

Work Experience

- **Washington Department of Agriculture** **Bellingham, WA**
Dairy Nutrient Inspector *November 2018 – Present*
 - Coordinated surface water sampling and pollution correction strategies with state, county, and tribal agencies in Whatcom, Skagit, and Snohomish counties.
 - Wrote Quality Assurance Project Plan for two-year grant funded water sampling in priority shellfish watersheds.
 - Created maps for public and partner use, conducted geospatial analyses, managed GIS data, and automated data update processes using ArcMap, ArcPro, ArcGIS Online, and Python.
 - Conducted facility and record keeping inspections of dairy farms. Referred dairies for technical assistance and initiated enforcement actions as needed.
- **Washington Department of Fish and Wildlife** **Wenatchee, WA**
Fisheries Technician II *February 2017 – November 2018*
 - Conducted field investigations in support of monitoring of native fish species.
 - Contributed to data analyses, GIS mapping, and report writing using various software packages.
- **University of Oregon, Dept. of Geological Sciences** **Eugene, OR**
Graduate Teaching Assistant / Researcher *September 2014 – August, 2016*
 - Developed GIS methods to measure iceberg properties and describe distributions using satellite imagery.
 - Lectured and taught laboratory sections for various college level courses in geology.
- **US Fish and Wildlife Service** **Leavenworth, WA**
Biological Technician: Fisheries *February, 2011 – August, 2014*
 - Served as crew lead.
 - Performed field work, data analyses, and report writing for projects monitoring native fish populations.
- **Colorado Division of Wildlife** **Glenwood Springs, CO**
Aquatic Conservation Biology Technician *May 2010 – November 2010*
 - Conducted field work in support of aquatic conservation projects.
- **Colorado Division of Wildlife** **Western Slope, CO**
Aquatic Nuisance Species Monitor *April 2009 - October 2009*
 - Sampled reservoirs and streams to monitor for presence of invasive species.
 - Developed sampling protocols.
- **Onyx Enterprises** **Ashburton, New Zealand**
Dairy Farm Assistant *July 2008 - October 2008*
 - Worked with a team of five on a 780 animal farm through calving season.

- **University of Hawaii, Department of Oceanography**

Research Assistant

Manoa, HI

May 2006 - March 2008

- Developed and conducted lab experiments and assisted with field campaigns.
- Analyzed scientific data using Matlab.

Publications

Sulak, D. J., D. A. Sutherland, E. Enderlyn, L. Stearns, and G. Hamilton, (2017). Iceberg properties and distributions in three Greenlandic fjords using satellite imagery. *Annals of Glaciol.*, doi:10.1017/aog.2017.5.

Johnsen, A., M. C. Nelson, D. J. Sulak, C. Yonce, and R. D. Nelle, (2013). Passage of radio-tagged adult Pacific lamprey at Yakima River diversion dams. 2012 Annual Report. U.S. Fish and Wildlife Service, Leavenworth, WA.

Ruttenberg, K.C., and D.J. Sulak, (2011). Sorption and desorption of dissolved organic phosphorus onto iron (oxyhydr)oxides in seawater. *Geochim. Cosmochim. Ac.*, 75(15), 4095-4112.

Skills

- **Computer Literacy:**

- GIS/remote sensing software including ArcMap, ArcPro, and Orfeo Toolbox.
- Data analysis programs and scripting languages including Python and Matlab.
- Microsoft products including Word, Excel, Access, and Powerpoint.
- Use of Trimble and Garmin GPS units.

- **Certifications:**

- First aid/ CPR/ Blood borne pathogens
- PADI advanced open-water SCUBA diver.
- Whitewater rescue technician
- National Ski Patrol – Level 1 Avalanche for Rescue Personnel

- **Field Sampling**

- Electrofishers, seines, gill nets, hoop nets, plankton tows, angling
- Water column sampling
- Sediment coring
- Radio telemetry

Awards and Activities

- 2016, Johnston Scholarship for research support.
- 2015, Baldwin Scholarship for research support.
- 2011, 2012, Monetary performance awards, USFWS.
- 2007, Student excellence in research award, University of Hawaii.
- 2005-2007, Dean's List (all semesters).
- 2005-2007, Chevron Global Environmental Science Scholarship (re-awarded each semester).

References

- **Josh Williams:** Fisheries Biologist, WDFW
(541) 690-4209, josh.williams@dfw.wa.gov
- **David Sutherland:** Advisor, Associate Professor, Department of Geological Sciences, University of Oregon
(541) 346-8753, dsuth@uoregon.edu
- **R.D. Nelle:** Fish Biologist, USFWS
(509) 548-2981, rd_nelle@fws.gov



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-076

File ID:	AB2020-076	Version:	1	Status:	Agenda Ready
File Created:	01/29/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount of \$792,558

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #5 requests funding from the General Fund:

1. To appropriate \$30,000 in Parks to fund main office power pole replacement.
2. To appropriate \$314,600 in Planning & Development to fund Buildable Lands Program from grant proceeds.
3. To appropriate \$13,391 in Sheriff to fund ballistic vests from grant proceeds.

From the Lake Whatcom Stormwater Utility Fund:

4. To appropriate \$359,567 to fund the 2020 Lake Whatcom Stormwater Utility budget.

From the Solid Waste Fund:

5. To re-appropriate \$75,000 to fund the Point Roberts Transfer Station office trailer.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Budget Supplemental Request

ORDINANCE NO.
AMENDMENT NO. 5 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			
Parks	30,000	-	30,000
Planning & Development Services	314,600	(395,100)	(80,500)
Sheriff	13,391	(13,391)	-
Total General Fund	357,991	(408,491)	(50,500)
Lake Whatcom Stormwater Utility Fund Stormwater	359,567	(359,567)	-
Solid Waste Fund - Health	75,000	-	75,000
Total Supplemental	792,558	(768,058)	24,500

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 5				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Parks	To fund main office power pole replacement	30,000	-	30,000
Planning & Development Services	To fund Buildable Lands program from grant proceeds.	314,600	(395,100)	(80,500)
Sheriff	To fund ballistic vests from grant proceeds.	13,391	(13,391)	-
Total General Fund		357,991	(408,491)	(50,500)
Lake Whatcom Stormwater Utility Fund Stormwater	To fund Lake Whatcom Stormwater Utility 2020 Budget.	359,567	(359,567)	-
Solid Waste Fund - Health	To re-appropriate funding for Point Roberts transfer station trailer	75,000	-	75,000
Total Supplemental		792,558	(768,058)	24,500

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3022

Fund 1

Cost Center 6000

Originator: Christ Thomsen

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Parks Main Office Power Pole Replacement

X

Department Head Signature (Required on Hard Copy Submission)

Date

1-27-20

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$30,000
	Request Total		\$30,000

1a. Description of request:

This request for the emergency replacement of the County owned power pole that provides for electrical service to the Whatcom County Parks & Recreation Administrative Complex at 3373 Mount Baker Highway, Bellingham. The complex houses the Department's Main Office, Maintenance Shop, and other buildings.

1b. Primary customers:

Employees and customers of the Department, along with employees of the Washington State Department of Natural Resources who is a tenant of a leased property within the administrative complex.

2. Problem to be solved:

The existing power pole has weakened by age, pest infestation, and rot to the point of imminent failure. At the time of failure, the Parks Department will lose electrical service to its administrative complex which includes administrative offices, the Department's maintenance shop, and other buildings within the administrative complex. This complex houses all of the Department's administrative services, maintenance technicians, and management staff. Loss of electrical service would disrupt administrative and maintenance services for the Department. Such a disruption would effect the Department's ability to assist customers with basis services including facility and camping reservations and providing general information; its ability to process accounts payable and receivable, payroll, and other administrative services. Loss of electrical service would also effect Washington State Department of Natural Resources (DNR) staff assigned to their Deming Workcenter; the DNR leases, from the county, facilities located within the administrative complex.

3a. Options / Advantages:

Three alternatives were considered:

1) In-kind replacement: Removal and replacement of the existing power pole, the overhead power line which connects to Puget Sound Energy's transmission line, the overhead power line which connects the administrative building to the power pole, the meter box, and other components. The meter box and other circuitry would be relocated and mounted to the Shop building. This option maintains service in-kind and is the preferred option.

2) Removal and replacement of the existing power pole. Relocation of the overhead power line that connects to Puget Sound Energy's transmission line from an areal connection to underground, replacement of the areal power line which connects the administrative building to the power pole, the meter box, and other components. This option was strongly considered but rejected because of Puget Sound Energy's desire to maintain the overhead connection to their service line, the additional cost of undergrounding the service line, and the limited benefits gained from in comparison to the additional costs.

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3022

Fund 1

Cost Center 6000

Originator: Christ Thomsen

3) Do nothing until the pole fails and power is lost. This is a reactive position that puts continuity of operations of the Department at risk and has the potential to cause increased costs at time of repair.

3b. Cost savings:

this is not a cost savings project.

4a. Outcomes:

Power pole is replaced without disruption to electrical service to the Administrative Complex.

4b. Measures:

Electrical service is maintained throughout the duration of the project. The power pole, service lines, and components are replaced.

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

Planning & Development Services

Planning

Suppl ID # 3024

Fund 1

Cost Center 2528

Originator: Matt Aamot

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Review & Eval.(Buildable Lands) Program Funding

X 

Department Head Signature (Required on Hard Copy Submission)

1-27-2020

Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$395,100)
	6630	Professional Services	\$105,500
	7210	Intergov Prof Svcs	\$209,100
	Request Total		(\$80,500)

1a. Description of request:

The Washington State Legislature approved a bill in the 2017 legislative session that imposes new land use planning requirements on Whatcom County and the cities. The County and cities are now required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions will need to take reasonable measures to address the situation. This process includes developing a public participation approach, County/City coordination, countywide planning policies, data collection and analysis, developing a methodology to conduct the buildable lands evaluation, developing preliminary draft housing element revisions in the Comprehensive Plan (if necessary), and issuing a "Review and Evaluation Program" report by June 30, 2021.

1b. Primary customers:

The public and partner cities.

2. Problem to be solved:

The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 in 2017. This new legislation, relating to the Growth Management Act and Buildable Lands, imposes new requirements on Whatcom County and the cities. This request is to utilize grant money from the State to facilitate compliance with this new law.

3a. Options / Advantages:

The State has allocated:

--\$225,000 to Whatcom County for state fiscal year 2020 (July 1, 2019 – June 30, 2020); and

--\$225,000 to Whatcom County for state fiscal year 2021 (July 1, 2020 – June 30, 2021);

These funds will be used for reimbursing County staff time and other expenses, reimbursing city expenses, and consultant work on the buildable lands program. The other option would be for the County (and cities) to fund the work without assistance of the State.

3b. Cost savings:

The State allocated a total of \$450,000 to Whatcom County. Accepting these state funds will save the County and cities from spending local funds to comply with this new state mandate.

4a. Outcomes:

Task # 1 - Public Participation- Develop and implement public participation approach for the Review and Evaluation Program.

Task # 2 - City/County Coordination - County/City collaboration to develop a unified Review and

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3024

Fund 1

Cost Center 2528

Originator: Matt Aamot

Evaluation Program approach.

Task # 3 - Countywide Planning Policies - Develop and adopt County-wide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program.

Task # 4 - Data Collection and Analysis - Collect annual data to the extent necessary to assess achieved development densities and land suitable for development and conduct preliminary analysis of data.

Task # 5 - Methodology - Develop Whatcom County Review and Evaluation (Buildable Lands) Program Methodology.

Task # 6 - Review and Evaluation Program Report - Issue Review and Evaluation Program Report required by RCW 36.70A.215 by June 30, 2021.

Task # 7 - Preliminary draft housing element revisions.

Task # 8 - On-Going Implementation - Develop procedures and estimate resources needed for on-going implementation of the Review and Evaluation Program.

Task # 9 - Project management

All tasks will be completed by June 30, 2021.

4b. Measures:

Work products including public participation approach, interlocal agreement(s), countywide planning policies, development and regulatory data collected in spreadsheets, methodology, Review and Evaluation Program Report, preliminary draft housing element amendments, and user manual for the program.

5a. Other Departments/Agencies:

The County's Information Technology Department will provide permit data reports.

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

Ben Glassett – Producing permit reports.

6. Funding Source:

The State Department of Commerce (state grant).

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 3020

Fund 1

Cost Center 1003519006

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: SO Grant COB 2019 JAG - Ballistic Vests

X

Department Head Signature (Required on Hard Copy Submission)

Date

01-24-20

Costs:	Object	Object Description	Amount Requested
	4333.1673	Byrne JAG Grant	(\$13,391)
	6320.001	Office & Op Supplies	\$13,391
	Request Total		\$0

1a. Description of request:

The Sheriff's Office received 2019 Byrne Justice Assistance Grant (JAG) Program funds through the City of Bellingham to purchase ballistic vests (W.C. #201908024). The vests are National Institute of Justice certified and meet the current 0.06 level IIIA standards of protection.

The Sheriff's Office is required to provide ballistic protective equipment to uniformed personnel who are subject to occupational hazards that include gunfire/ballistic threats and currently issues ballistic resistant vests and helmets to all deputy sheriffs. The vests need to be replaced as they are outside the recommended manufacturer's warranty.

1b. Primary customers:

Whatcom County Sheriff's Office deputies.

2. Problem to be solved:

Budget authority is needed to use grant funds to purchase ballistic vests in 2020.

3a. Options / Advantages:

The Sheriff's Office will use grant funds rather than local funds to purchase ballistic protective equipment.

3b. Cost savings:

\$13,391

4a. Outcomes:

The Sheriff's Office objective is to utilize allocated funds to purchase and replace current ballistic vests for deputies whose vests are outside the recommended manufacturer's warranty.

4b. Measures:

5a. Other Departments/Agencies:

The City of Bellingham will administer the grant and provide \$13,391 to the Whatcom County Sheriff's Office to purchase ballistic vests per the grant agreement.

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

6. Funding Source:

The funds originate from U.S. Department of Justice Edward Byrne Memorial JAG Program Fiscal Year 2019, CFDA No. 16.738.

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3008

Fund 132

Cost Center 132100

Originator: Kraig Olason

Year 2 2020

Add'l FTE ☒

Priority 1

Name of Request: Lake Whatcom Stormwater Utility

X

Department Head Signature (Required on Hard Copy Submission)

1/27/20
Date

Costs:	Object	Object Description	Amount Requested
	4311.1000	Current Year Collections	(\$359,567)
	6320	Office & Op Supplies	\$7,000
	6329	Office & Op Supplies-Int	\$200
	6330	Printing	\$5,000
	6340	Books-Publications-Supsc	\$200
	6520	Software	\$750
	6630	Professional Services	\$40,000
	6699	Other Services-Interfund	\$94,201
	6710	Postage/Shipping/Freight	\$5,500
	6719	Postage-Interfund	\$100
	6780	Travel-Educ/Training	\$1,000
	6790	Travel-Other	\$1,500
	6810	Advertising	\$1,000
	6860	Equipment Rental	\$200
	6870	Space Rental	\$2,000
	6949	Insurance Prem-Interfund	\$641
	7069	Repairs & Maint-Interfun	\$180,300
	7110	Registration/Tuition	\$2,000
	7140	Meeting Refreshments	\$550
	7159	Administrative Cost Allo	\$13,425
	7190	Other Miscellaneous	\$4,000
	Request Total		\$0

1a. Description of request:

This request seeks to establish the initial budget for the newly formed Lake Whatcom Stormwater Utility. The Lake Whatcom Stormwater Utility Service Area was established by Whatcom County Council in December of 2017 followed by the adoption of the funding ordinance in July of 2019. Fee collection begins in 2020. Year one of the Stormwater Utility will be funded at 50% with full fee charges initiating in 2021.

The Stormwater Utility fees are intended to supplement the existing Lake Whatcom Management Program and to fund some of the new costs associated with recent TMDL and NPDES permit requirements. The main areas of contribution from the stormwater utility to the Lake Whatcom Management Program include:

+Maintenance of existing capital projects (county-owned engineered stormwater treatment systems)

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3008

Fund 132

Cost Center 132101

Originator: Kraig Olason

- + Additional funding for new capital projects to offset declining grant funding
- + Additional funding for stormwater improvements on existing residential properties (Lake Whatcom Homeowner Incentive Program and other residential retrofits)
- + Increased outreach to watershed residents to promote watershed stewardship behaviors that benefit water quality

1b. Primary customers:

Customers of the service include residents of the Lake Whatcom Watershed, who will receive outreach/education services, be provided technical assistance for homeowner organizations and individuals through the Homeowner Incentive Program, and receive the benefits of improved water quality along with all of the other lake users and domestic water users of Lake Whatcom (estimated to be over 100,000 people).

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. In addition, a portion of the lake is also within the NPDES permit area.

The federal Clean Water Act requires states to identify and clean up polluted water bodies. To comply with this law, the Washington State Department of Ecology (Ecology) monitors surface water quality throughout the state. In 1998, Ecology determined that dissolved oxygen (DO) levels in Lake Whatcom were too low, a threat to aquatic life, and some tributaries had too much fecal coliform bacteria, indicating a risk to human health. This triggered a Total Maximum Daily Load (TMDL) study of the Lake Whatcom watershed. Findings from the TMDL study found excess phosphorus to be the main cause of Lake Whatcom's low oxygen problem.

The TMDL was finalized and approved by the U.S. Environmental Protection Agency (EPA) in 2016. Now that the TMDL is finalized, the City of Bellingham and Whatcom County are required to meet the phosphorus and fecal coliform bacteria reductions called for in the TMDL through their Ecology-issued Western Washington Phase II Municipal Stormwater Permits (NPDES permits).

3a. Options / Advantages:

The county council evaluated funding alternatives and established a stormwater utility ordinance.

3b. Cost savings:

Fee revenues generated from residents living in the Lake Whatcom watershed will reduce pressure on existing general government and Flood Control Zone District taxes to fund the increasing cost of compliance with state and federal requirements.

4a. Outcomes:

The short term outcomes will include annual capital construction of waterquality treatment facilities and their maintenance, outreach materials, public meetings, water quality monitoring and an update of the Lake Whatcom phosphorus loading model.

4b. Measures:

Performance measures will be established around NPDES/TMDL compliance, asset management, and implementation of the Lake Whatcom Management Program 5-year plans.

5a. Other Departments/Agencies:

This budget will supplement the current Lake Whatcom Management Program as identified in the TMDL/NPDES permit and Lake Whatcom Five-Year Work Plan. Agencies involved include the City of Bellingham, Whatcom County and Lake Whatcom Water and Sewer District. All three agencies are currently involved in the implementation of the various components of the Five-Year Work Plan. The funding from this budget will assist with funding the county's portion of the Five-Year Work Plan. The Five-Year Work Plan is updated every five years and constitutes the ongoing work elements identified as components of the Lake Whatcom Management Program.

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

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3008

Fund 132

Cost Center 132101

Originator: Kraig Olason

Public Works Stormwater Division - Kraig Olason and Public Works Natural Resources Division - Gary Stoyka are primarily responsible for the implementation of the Lake Whatcom Stormwater Utility programs.

6. Funding Source:

Lake Whatcom Stormwater Utility - Fund 132

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Solid Waste

Suppl ID # 3023

Fund 140

Cost Center 140100

Originator: Kathleen Roy

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Solid Waste Facilities Improvements

X

Regina A. Dela

1/27/2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7350	Buildings & Structures	\$75,000
	Request Total		\$75,000

1a. Description of request:

We are requesting 2020 expenditure authority to purchase a replacement trailer at Point Roberts. The purchase was approved by Council in 2019, but due to time constraints was not completed. This expenditure authority covers purchase and installation of a replacement trailer at the County-owned Point Roberts solid waste transfer station.

1b. Primary customers:

Residents of Whatcom County.

2. Problem to be solved:

Outdated facility requires improvements for safety and efficiency.

3a. Options / Advantages:

Improvements to County owned solid waste handling facilities will make them safer and result in more effective use by the county residents.

3b. Cost savings:

The current County-owned 1961 Point Roberts transfer station mobile office trailer, used by both the public and by the lessee, as leased property, as per leasehold agreement, is unpermitted, dilapidated, unsafe, fully depreciated and contains asbestos. A cost savings exceeding \$75,000 will be realized through the elimination of risk of potential liability and litigation resulting from personal injury to either public users of the facility, or the lessee, due to negligence of the county to maintain the leased property, as per leasehold agreement.

4a. Outcomes:

County owned solid waste handling facilities will be safer and more effectively utilized by the county residents.

4b. Measures:

Improvements completed.

5a. Other Departments/Agencies:

No

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

n/a

6. Funding Source:

Solid waste excise tax.

Friday, January 24, 2020

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: AB2020-064

File ID:	AB2020-064	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance finalizing a revised system of assessment for Drainage Improvement District No. 5

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance would adopt a revised system of assessment to provide revenue for Drainage Improvement District No. 5. The revised system of assessment is similar to the current system but is based on more accurate base mapping and utilizes automated routines to reduce the potential for errors. The District Supervisors set the final assessment amount to be collected for the district

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed ordinance



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu Whatcom County Executive and
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *JH*

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

RE: Drainage Improvement District No. 5 Assessment Revision

DATE: January 27, 2020

Enclosed is an Ordinance titled Finalizing A Revised System Of Assessment For Drainage Improvement District No. 5 for your review and signature, subject to a public hearing.

▪ Requested Action

The County Engineer respectfully requests that the County Executive and the County Council adopt an Ordinance revising the system of assessment for Drainage Improvement District No. 5. District Supervisors are in support of the revised system of assessment for the District.

▪ Background and Purpose

This ordinance adopts a revised system of assessment based on new and more accurate information to provide revenue for Drainage Improvement District No. 5. The revised system of assessment is similar to the current system; the assessment for each parcel is generally based on a combination of the relative ratio of benefit or use and the acreage within the District. Each property owner pays a proportionate share based on the resulting total benefit value within their parcel.

Updated and more accurate parcels, topography and soils information was used to develop a revised benefit zone map; this map is used with an automated routine to calculate the basis for each parcel's individual assessment. The final fee paid is determined from this basis along with the total assessment amount set by the district Supervisors. The revised system provides a more accurate and equitable assessment of benefits. In addition, a one acre minimum parcel size is being proposed to account for the increased runoff generated by higher density development.

Notices are being sent to each of the affected property owners informing them of the hearing and their specific assessment fee under the past and proposed systems of assessment.

Please contact Paula Cooper at 6285, if you have any questions or concerns regarding this matter.

Encl.

PROPOSED BY: PUBLIC WORKS
SPONSORED BY: PUBLIC WORKS
INTRODUCTION DATE: February 11, 2020

ORDINANCE NO. _____

**FINALIZING A REVISED SYSTEM OF ASSESSMENT FOR
DRAINAGE IMPROVEMENT DISTRICT NO. 5**

WHEREAS, the governing body of Drainage Improvement District No. 5, at their meeting held on June 14, 2018 for said District, supported revising the system of assessment for said District to improve the accuracy and equity of assessments; and

WHEREAS, a revised preliminary system of assessment for Drainage Improvement District No. 5 has been prepared by the County Engineer (see attached) and public notice has been provided, as required by RCW 85.38.160 (2); and

WHEREAS, said system of assessment will improve the accuracy and equity of assessments; and

WHEREAS, said system of assessment will improve efficiency by enabling the automation of the annual assessment roll generation process; and

WHEREAS, a public hearing on said system of assessment was scheduled for and held on March 24, 2020;

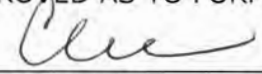
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the system of assessment for Drainage Improvement District No. 5, prepared by the County Engineer and/or changed by the County Council, is just and equitable. Accordingly, the system of assessment, as attached, is hereby approved and finalized and the assessments set forth are hereby levied for each parcel of land in said District; provided that any parcel assessment that is less than the cost of billing and collection shall be cancelled if no other tax, fee, or assessment is levied against the parcel. Initially, the cost of billing and collection shall be deemed to be one dollar (\$1.00) with any increase subject to agreement of the County Treasurer and County Engineer.

ADOPTED this 24th day of March, 2020.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:



Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Satpal Singh Sidhu, County Executive
() Approved () Denied
Date Signed: _____

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres	Average Benefit	Proposed Basis	Proposed Fee (Per 1k)
1	89092	3902010150450000	DARIN T & RENEA A VANDERPOOL	484 W POLE RD	LYNDEN	WA	98264-9660	US	4.89	0.32	1.54	1.31
2	89093	3902010151300000	SERGEY & OLGA LITOVCHENKO	5905 BARR RD	FERNDALE	WA	98248-8746	US	5.00	0.67	3.33	2.83
3	89095	3902010152150000	SERGEY & OLGA LITOVCHENKO	5905 BARR RD	FERNDALE	WA	98248-8746	US	5.00	0.84	4.21	3.58
4	89096	3902010264680000	JASPAL S & NAGINDER K NIJJAR	8278 167A ST	SURREY BC VAN 3H5	WA		CAN	11.75	0.18	2.03	1.73
5	89097	3902010302400000	JAYSON P & E GRACE THOERNER	477 W POLE RD	LYNDEN	WA	98264-9660	US	1.38	0.14	0.20	0.17
6	89099	3902010381760000	ALFRED B & DEBORAH A PRICE	476 W POLE RD	LYNDEN	WA	98264-9660	US	10.16	0.63	6.37	5.41
7	89100	3902010400680000	STEVEN J & STEPHANIE JOOSTENS	474 W POLE RD	LYNDEN	WA	98264-9660	US	2.29	0.35	0.81	0.69
8	89101	3902010460240000	DAVID A HARBST	470 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	0.10	0.09
9	89102	39020105050210000	JUDY A FISON	448 W POLE RD	LYNDEN	WA	98248-9462	US	1.00	0.10	0.10	0.08
10	89104	3902010575110000	BRENNAN HULEATT & JIM HULEATT	465 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	1.00	0.10	0.10	0.08
11	89105	3902010705070000	JIM & STACY HULEATT & BRENNAN HULEATT	578 W WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	0.10	0.08
12	89107	3902010721500000	JUDY A FISON	448 W POLE RD	LYNDEN	WA	98264-9660	US	22.61	0.37	8.44	7.17
13	89109	3902010730150000	JUDY A FISON	448 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	0.10	0.08
14	89110	3902010840160000	CRAIG E SLUTTER	440 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	0.10	0.08
15	89111	3902010844340000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	24.24	0.49	11.98	10.18
16	89112	3902010885070000	STEPHAN R & JAMIE L SMITH	435 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	1.63	0.10	0.16	0.14
17	89116	3902011131610000	DEWILDE'S PROPERTIES LLC	6930 OLD GUIDE RD	LYNDEN	WA	98264-9631	US	8.74	0.17	1.46	1.24
18	89117	3902011132180000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	3.13	0.51	1.59	1.35
19	89120	3902011304960000	JOHN & JOANNE ODENS	413 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	3.80	0.17	0.64	0.54
20	89121	3902011491080000	390 W POLE RD LLC	9847 WATERFALL PL	CUSTER	WA	98240	US	15.00	0.07	1.00	0.85
21	89125	3902011564680000	WILLIAM T & RONDA R WEBBER	379 W WISER LAKE RD	FERNDALE	WA	98248-9466	US	6.51	0.57	3.74	3.17
22	89128	3902011801080000	360 W POLE RD LLC	9847 WATERFALL PL	CUSTER	WA	98240	US	15.00	0.06	0.95	0.81
23	89130	3902011825200000	HOME STAND LLC	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	1.00	0.20	0.20	0.17
24	89132	3902012002140000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	9.77	0.20	1.98	1.68
25	89140	3902012362480000	DAVID D KLEIN	7091 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	4.78	0.21	0.99	0.84
26	89141	3902012475160000	RONALD E & MARINA R WELCH	317 W WISER LAKE RD	FERNDALE	WA	98248-9466	US	2.62	0.37	0.97	0.82
27	89145	3902012542730000	TYLER D & KATIE J VOIGHT	7105 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.50	0.50	0.42
28	89150	3902012762550000	TYM & MARTHA MAUTINO	7091 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.19	0.19	0.16
29	89151	3902012771770000	GERRIT J & RENNA M KNIBBE	7030 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.20	0.20	0.17
30	89152	3902012774780000	STANLEY D & HARRIET R DEWAARD	289 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	4.25	0.80	3.38	2.88
31	89154	3902012791940000	JOEL M & RUTH DEWAARD	7050 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.20	0.20	0.17
32	89155	3902012792040000	WILLIAM A CASE	7054 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.12	0.17	0.15
33	89158	3902012851350000	LARRY E & HEIDI I CHERVENOCK	6998 OLD GUIDE RD	LYNDEN	WA	98264-9015	US	1.37	0.17	0.20	0.17
34	89160	3902012864540000	TERRY K & KAREN L DE WAARD	281 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	6.96	0.91	6.30	5.36
35	89164	3902012912200000	CRAIG BRUNER	255 W BARTLETT RD	LYNDEN	WA	98264-9402	US	5.59	0.25	1.42	1.21
36	89165	3902012912760000	MOLLY JO MCGHEE	284 W BARTLETT RD	LYNDEN	WA	98264-9436	US	1.00	0.20	0.61	0.52
37	89171	3902012951540000	DAVID N & KRISTIN M SUPRAK	7010 OLD GUIDE RD	LYNDEN	WA	98264-9402	US	3.05	0.20	0.20	0.17
38	89172	3902012952550000	TERRY & RENEE DAWN	5340 MARKET RD	BELLINGHAM	WA	98226-9745	US	1.00	0.20	0.20	0.17
39	89177	3902013052550000	GALEN R GREEN	273 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	0.20	0.17
40	89181	3902013202360000	CRAIG BRUNER	255 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.24	0.24	0.20
41	89182	3902013202550000	JAMES E JEWELL & TIMOTHY C & TRACY L LEWIS	263 W BARTLETT RD	FERNDALE	WA	98264-9402	US	47.93	0.88	42.22	35.87
42	89186	3902013324360000	JOE & HENRIETTA DE WAARD	283 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	1.00	0.22	0.22	0.18
43	89199	3902013422360000	ROBERT I SEAMAATT	251 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.22	0.20	0.17
44	89200	3902013422550000	KENNETH L & WENDY E THORNBERRY	247 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	0.20	0.17
45	89208	3902013731400000	SCOTT & KARIE BROWN	6961 EDIN FARMS LN	LYNDEN	WA	98264-9240	US	5.10	0.22	1.12	0.95
46	89217	3902013895110000	JOE DEWAARD	283 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	2.00	1.00	2.00	1.70
47	89218	3902013932450000	STEPHEN J & SARAL BERNARDY	239 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.28	0.20	0.26	0.22
48	89221	3902014052450000	KEN BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	1.32	0.24	0.31	0.27
49	89222	3902014055030000	RYAN & SARAH HOLEWINSKI	205 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	1.00	0.81	0.81	0.69
50	89223	3902014132810000	WILLIAM C & CATHY L HUMPHREY	188 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.01	0.20	0.20	0.17
51	89226	3902014133130000	WILLIAM C & CATHY L HUMPHREY	188 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.85	0.20	0.37	0.31

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed	Average	Proposed	Proposed
									Acres	Benefit	Basis	Fee (Per 1k)
52	89228	3902014142520000	ALFREDO & TAMERA L CHAVARRIA	189 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.82	0.25	0.45	0.38
53	89231	3902014151400000	RONALD W & KELLI L BECK	6964 EDIN FARMS LN	LYNDEN	WA	98264-9240	US	5.03	0.11	0.55	0.47
54	89233	3902014165080000	ANDREW M & DONNA NORSTADT	195 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.81	0.81	0.68
55	89235	3902014171970000	MEGAN L RONSIS & CHRIS K WICKHAM	156 HERITAGE LN	LYNDEN	WA	98264-9237	US	5.06	0.38	1.94	1.64
56	89238	3902014255100000	DAVID A & KAY L PORTER	181 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.86	0.86	0.73
57	89242	3902014335220000	BLAINE E BRAMBLE	7250 W WISER LK CT	FERNDALE	WA	98248	US	1.22	0.94	1.15	0.98
58	89243	3902014362500000	JAMES E & CAROL J VANDENBERG 50% & ROBIN V/ 171 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.00	0.40	0.40	0.34	
59	89244	3902014363590000	JAMES E & CAROL J VANDENBERG 50% & ROBIN V/ 171 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.00	0.25	0.25	0.21	
60	89245	3902014383790000	MICHAEL & SARAH MCEVOY	7190 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.36	0.36	0.31
61	89246	3902014435390000	JOHN BERENDSEN	163 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.34	0.34	0.29
62	89247	3902014463790000	WADE N & TRINA R GARDNER	7182 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.21	0.21	0.18
63	89248	3902014465220000	BUD R & LINDA A BURGESS FAMILY TRUST/TR	7256 W WISER LAKE CT	FERNDALE	WA	98248-9856	US	1.23	0.93	1.14	0.97
64	89257	3902014535390000	JOHN BERENDSEN	163 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.40	0.40	0.34
65	89258	3902014562410000	CORY B & JULIE A FEENSTRA	159 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.87	0.40	0.75	0.64
66	89263	3902014563790000	KIRK & HEIDI RENSINK	7174 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
67	89266	3902014603450000	LANDO LLC	7157 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9213	US	3.91	0.20	0.78	0.66
68	89267	3902014603500000	WISER REACH & SCHOLTEN SHORES OWNERS ASSC	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	0.20	0.17
69	89273	3902014613080000	KENNETH C TIMLUCK	7101 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
70	89274	3902014613180000	DAVID A & COLLEEN E COOK	7109 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
71	89275	3902014613280000	GATLIN K & ERICA C MCCONNELL	7115 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
72	89276	3902014613380000	TERENCE & SHARON ENGELS	275 W MABERRY DR	LYNDEN	WA	98264-9346	US	1.00	0.20	0.20	0.17
73	89279	3902014634230000	HOMESTEAD NW DEV CO	600 STEWART ST STE 1300	SEATTLE	WA	98101-1255	US	6.77	0.89	6.01	5.11
74	89280	3902014652810000	LAMBERT M STRENGHOLT	PO BOX 908	LYNDEN	WA	98264-9008	US	1.43	0.23	0.33	0.28
75	89281	3902014653590000	WISER REACH & SCHOLTEN SHORES OWNERS ASSC	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.41	0.41	0.35
76	89284	3902014681270000	VIOLET E VANDERWOUDE	401 S 17TH ST	LYNDEN	WA	98264-2068	US	19.55	0.05	1.05	0.89
77	89285	3902014681800000	HI DEF PROPERTIES LLC	7029 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9669	US	5.49	0.14	0.79	0.67
78	89290	3902014723590000	WISER REACH & SCHOLTEN SHORES OWNERS ASSC	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	0.20	0.17
79	89296	3902014773980000	ALFREDO L & CATHERINE D WRIGHT	7168 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.43	0.43	0.37
80	89300	3902014803080000	AMANDA J HAWKINS	7104 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
81	89301	3902014803180000	EDWARD G & KIMBERLY J HANSEN	7112 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
82	89302	3902014803280000	JAY C & ANDREA C BOYKIN LIVING TRUST/TR	7120 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	0.20	0.17
83	89303	3902014803410000	PATRICIA GALLAGHER-TIDMARSH	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	0.20	0.17
84	89305	3902014813590000	MICHAEL & KIMBERLY BONDS	164 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	0.20	0.17
85	89306	3902014822800000	ERIC P MARKWOOD & BREANNA L NILSEN	140 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.00	0.25	0.25	0.21
86	89309	3902014843980000	HARSHMART K & HANVINDER S VIRK	7160 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.47	0.47	0.40
87	89310	3902014854040000	WASHINGTON STATE DEPT OF TRANSPORTATION R 3920 AIRPORT WAY	LYNDEN	WA	98226-9159	US	4.48	0.93	4.18	3.55	
88	89311	3902014872450000	DEREK & MALORIE TIDELKER	155 W BARTLETT RD	LYNDEN	WA	98264-9485	US	2.00	0.40	0.80	0.68
89	89315	3902014933390000	PATRICIA GALLAGHER-TIDMARSH	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	0.20	0.17
90	89316	3902014933600000	PARAMDEEP K CHEEMA & PAVANJIT S BAINS JT	158 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.26	0.26	0.22
91	89321	3902014952810000	SCORENSEN PROPERTIES LLC	3191 LAKESHORE RD	BELLINGHAM	WA	98226-1709	US	1.00	0.20	0.83	0.70
92	89322	3902015003150000	SCORENSEN PROPERTIES LLC	3191 LAKESHORE RD	BELLINGHAM	WA	98226-1709	US	1.00	0.20	0.20	0.17
93	89323	3902015023580000	DARYN TROWSE	PO BOX 983	FERNDALE	WA	98248-9983	US	1.00	0.20	0.20	0.17
94	89324	3902015033420000	SPETTEL FAMILY TRUST MICHAEL J & KAREN S SPET 155 TWINBERRY CT	LYNDEN	WA	98264-0591	US	1.00	0.24	0.24	0.20	
95	89325	3902015052730000	WISER LAKE CHAPEL	PO BOX 591	LYNDEN	WA	98264-0591	US	1.00	0.35	0.35	0.30
96	89329	3902015092810000	WISER LAKE CHAPEL	PO BOX 591	LYNDEN	WA	98264-0591	US	1.00	0.35	0.35	0.30
97	89330	3902015133770000	WASHINGTON STATE DEPT OF TRANSPORTATION R 3920 AIRPORT WAY	LYNDEN	WA	98226-9159	US	1.55	0.70	1.08	0.92	
98	89332	3902015164010000	MB7159 LLC	7159 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9218	US	5.22	0.44	2.31	1.96
99	89340	3902015181850000	TYLER E & CHRISTY D KING	7039 GUIDE MERIDIAN	LYNDEN	WA	98264-9669	US	1.00	0.12	0.12	0.10
100	89342	3902015202760000	BRENDA M HORAT	1539 FRUITLAND DR	BELLINGHAM	WA	98226-1201	US	1.00	0.32	0.32	0.27
101	89343	3902015202930000	WISER LAKE CHAPEL	PO BOX 591	LYNDEN	WA	98264-0591	US	1.00	0.20	0.20	0.17
102	89345	3902015232240000	RUBEN PEREZ	1583 CAMMACK RD	BELLINGHAM	WA	98226-9122	US	1.00	0.20	0.20	0.17

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed	Average	Proposed		Proposed Fee (Per 1k)
									Acres	Benefit Zone (Acres)	Basis		
103	89347	3902015252010000	GURPAL SINGH & RAINDER K GREWAL	167 HERITAGE LN	LYNDEN	WA	98264-9237	US	1.00	0.13	0.13	0.11	
104	89351	3902015505480000	CHARLES J DEWARD	7401 OLD GUIDE RD	FERNDALE	WA	98248-9419	US	1.21	0.90	1.09	0.92	
105	89379	3902024111430000	COUGAR CREEK RANCH LLC	PO BOX 11159	BAINBRIDGE ISLAND	WA	98110-5159	US	138.86	0.27	36.97	31.42	
106	89380	3902024494740000	K.B. & JANENE L ANER	609 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	9.95	0.10	0.99	0.85	
107	89382	3902024535200000	KIM M HUIZENGA	2185 MOLLENBERG RD	KETTIE FALLS	WA	99141-9700	US	8.55	0.10	0.84	0.71	
108	89383	3902024594270000	CLEO K MCHENRY	613 W WISER LAKE RD	FERNDALE	WA	98248-9488	US	9.95	0.12	1.24	1.05	
109	89384	3902025111680000	COUGAR CREEK RANCH LLC	PO BOX 11159	BAINBRIDGE ISLAND	WA	98110-5159	US	20.66	0.82	16.87	14.34	
110	89385	3902025224710000	GREG & MARGARET ALDERSON 1/2 & EDWARD H-K 509 W WISER LAKE RD		FERNDALE	WA	98248-9421	US	9.85	0.17	1.65	1.40	
111	91146	3902114244920000	TERRY K & KAREN L DEWAARD & KENNETH L & KAE 580 W POLE RD		FERNDALE	WA	98248-9461	US	10.00	0.08	0.81	0.69	
112	91157	3902114885250000	CHARLES F DEWAARD 1/2 & BRIAN J DEWAARD 1/2 7401 OLD GUIDE RD		FERNDALE	WA	98248-9419	US	4.93	0.16	0.78	0.66	
113	100960	3903040762080000	RICHARD G SULLIVAN	7068 HANNEGAN RD	LYNDEN	WA	98264-9222	US	12.96	0.07	0.86	0.73	
114	100973	3903041143010000	PATSY BONS	878 E SMITH RD	BELLINGHAM	WA	98226-9744	US	68.32	0.32	22.13	18.81	
115	100977	3903041274080000	GURDEEP S & RANI SEKHON	1906 BUTTERCUP DR	LYNDEN	WA	98264-9366	US	49.02	0.33	16.07	13.65	
116	100978	3903041284770000	PAUL G & ALENE PARISH	7274 HANNEGAN RD	LYNDEN	WA	98264-9225	US	48.94	0.41	20.25	17.21	
117	101025	3903050050390000	JAMES R & DIANA D ZWIERS	502 E POLE RD	LYNDEN	WA	98264-9005	US	1.08	0.20	0.22	0.18	
118	101027	3903050342840000	STANLEY H & PATRICIA A BRUNER	425 W KING TUT RD	BELLINGHAM	WA	98226-9627	US	21.14	0.83	17.62	14.97	
119	101030	3903050721190000	M & P LAND HOLDINGS LLC	PO BOX 59	LYNDEN	WA	98264-0059	US	68.24	0.91	62.17	52.83	
120	101035	3903050724680000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	39.21	1.00	39.14	33.26	
121	101037	3903051143600000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	40.00	0.99	39.66	33.71	
122	101042	3903051702690000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	41.01	0.55	22.47	19.10	
123	101045	3903051844590000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	30.39	1.00	30.39	25.82	
124	101046	3903051960940000	MILAGROS & ABUNDIO RAMIREZ	630 E POLE RD	LYNDEN	WA	98264-9024	US	1.55	0.10	0.15	0.13	
125	101052	3903052101770000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	24.75	0.34	8.35	7.09	
126	101053	3903052492400000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	5.05	0.10	0.51	0.43	
127	101054	3903052974530000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	38.14	1.00	38.07	32.35	
128	101061	3903053233100000	RODNEY J & CAROL D DEJONG	1364 ABBOTT RD	LYNDEN	WA	98264-9401	US	40.00	0.51	20.47	17.40	
129	101085	3903054454750000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	9.85	0.90	8.86	7.53	
130	101095	3903054663160000	RODNEY J DEJONG	1364 ABBOTT RD	LYNDEN	WA	98264-9401	US	28.98	0.66	19.21	16.32	
131	101096	3903054663800000	ALAIN S CHAUHAN	484 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	9.67	0.81	7.80	6.62	
132	101106	3903054884950000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	9.10	1.00	9.07	7.71	
133	101111	3903054934320000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	9.31	0.57	5.33	4.53	
134	101114	3903055012070000	ALSAND ENTERPRISES LLC	774 MEADOWLARK RD	LYNDEN	WA	98264-9461	US	4.15	0.10	0.42	0.35	
135	101117	3903055012370000	ALSAND ENTERPRISES LLC	774 MEADOWLARK RD	LYNDEN	WA	98264-9461	US	15.12	0.27	4.07	3.46	
136	101149	3903055821900000	DUSTIN J & RAEANN N & DOUGLAS R & JEANE M B 5198 RANCHOS RD		BELLINGHAM	WA	98226-9501	US	1.00	0.10	0.10	0.08	
137	101155	3903060145600000	WASHINGTON STATE DEPT OF GAME	600 CAPITOL WAY N	OLYMPIA	WA	98504-1076	US	3.92	0.30	1.17	1.00	
138	101156	3903060155370000	WASHINGTON STATE DEPT OF GAME	600 CAPITOL WAY N	OLYMPIA	WA	98504-1076	US	0.45	0.45	0.45	0.39	
139	101164	3903060194080000	JACK L VAN LOO	7170 GUIDE MERIDIAN	LYNDEN	WA	98264-9457	US	1.26	0.58	0.74	0.63	
140	101165	3903060265570000	SOPHIA KUO	129 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.78	0.29	1.09	0.92	
141	101169	3903060303170000	RUDY A VILLEDA	5694 SALISH RD	BLAINE	WA	98230-9353	US	2.17	0.34	0.75	0.63	
142	101170	3903060303390000	WASHINGTON STATE DEPT OF TRANSPORTATION R 3920 AIRPORT WAY		BELLINGHAM	WA	98226-9159	US	1.59	0.20	0.32	0.27	
143	101174	3903060334060000	THE JAMES GANG LIVING TRUST MAX D & CAROL L 124 MISTY WATERS LN		LYNDEN	WA	98264-9262	US	1.31	0.61	0.80	0.68	
144	101187	3903060535560000	ROGER J KOENELIS	145 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	4.06	0.28	1.15	0.98	
145	101188	3903060542360000	FOUR S INVESTMENT U S INC	275 GLADWIN RD	ABOTSFORD BC VZT 571	WA	98264-9451	CAN	14.57	0.32	4.66	3.96	
146	101228	3903060543150000	SATPAL S & HARMANDIR K SIDHU	154 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.40	0.40	0.34	
147	101233	3903060655590000	ANDREW I & MARLYN A HOLMES	155 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.91	0.28	1.11	0.94	
148	101234	3903060653150000	SATPAL S & HARMANDIR K SIDHU	154 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.40	0.40	0.34	
149	101235	3903060653510000	DOUGLAS J & KARLA R SCHWEGERT	7125 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.23	0.23	0.20	
150	101236	3903060653600000	CURTIS F & HEIDEMARIE V YPMA	137 MISTY WATERS LN	LYNDEN	WA	98264-9262	US	1.00	0.20	0.20	0.17	
151	101237	3903060653970000	SIDNEY & MARGARET G BARON TRUST	455 W BADGER RD	LYNDEN	WA	98264-9707	US	1.27	0.49	0.63	0.53	
152	101243	3903060735610000	JAMES P & STEPHANIE L BAREMAN JT	159 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.88	0.25	0.98	0.83	
153	101247	3903060783980000	RUSSELL E & JANE M UNREIN	7157 GUIDE MERIDIAN	LYNDEN	WA	98264-9213	US	1.00	0.62	0.62	0.52	

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

Count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1k)
154	101248	3903060823550000	MILAVIA C SOUVE & JARRED T JOHNSON	7142 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.20	0.20	0.17
155	101249	3903060823750000	TERRY L & ELIODIA SLOSSON	600 E EXPRESSWAY B3 LOT E2	LA FRIA	TX	78559-6320	US	1.00	0.20	0.20	0.17
156	101251	3903060836530000	RAYMOND H & RANIELLE FABER	161 E WISER LAKE RD	LYNDEN	WA	98264-9651	US	3.88	0.21	0.83	0.70
157	101256	3903060903530000	ROBERT N MATTISON & MARY H MATTISON	7118 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.38	0.38	0.32
158	101258	3903060923550000	LARRY & BARBARA NEWLAND TRUST/IR	7136 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.20	0.20	0.17
159	101259	3903060923990000	CONSTANTINE MACRIS TRUST CONSTANTINE MACI	7159 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.81	0.81	0.69
160	101261	3903060953180000	RUBY & SUSAN J GARCIA	7112 W WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.40	0.40	0.34
161	101262	3903060953780000	STEVEN D & MELISSA K HAUGEN	7156 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.20	0.20	0.17
162	101265	3903061005660000	PETER E & VALENTIE AYLEN	175 E WISER LAKE RD	LYNDEN	WA	98264-9638	US	1.00	0.19	0.19	0.16
163	101267	3903061033530000	ARLIN K & MARIANNE D CALDWELL	7124 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.40	0.40	0.34
164	101268	3903061033550000	STANLEY D YLINEN	7120 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.25	0.25	0.21
165	101269	3903061063750000	HENRY H & ALBERT JANSEN	203 SEA PINES LN	BELLINGHAM	WA	98229-9364	US	1.00	0.28	0.28	0.24
166	101270	3903061063940000	CONSTANTINE & DENISE MACRIS	7159 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.48	0.48	0.41
167	101280	3903061143180000	DAVID E & SHARON M HOWER	188 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.40	0.40	0.34
168	101281	3903061154010000	JUSTIN L BODE	218 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.27	0.27	0.23
169	101282	3903061154010000	VELORA LOU APLAND FAMILY TRUST 2018	192 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.17	0.17	0.14
170	101287	3903061204010000	ANTHONY M KNAPP & MICHELLE I ANDREW	7199 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.14	0.14	0.12
171	101291	3903061243180000	COLLIN R MCLOUGHLIN	1602 CAROLINA ST STE B3	BELLINGHAM	WA	98229-5491	US	1.00	0.40	0.40	0.34
172	101292	3903061243550000	ANGELINE D BODE	7154 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.07	0.31	0.33	0.28
173	101302	3903061284010000	ANTHONY M KNAPP & MICHELLE I ANDREW	7199 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.12	0.12	0.10
174	101306	3903061293650000	GARY L & SHARON JORISSEN JT	7141 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.20	0.20	0.17
175	101309	3903061333390000	STANLEY R & BRIDGET B SCHWAFEL	7137 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
176	101311	3903061333630000	GARY L & SHARON JORISSEN JT	7141 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.20	0.20	0.17
177	101313	3903061343500000	JEFFREY D & KESEY R MACDONALD	7139 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.38	0.38	0.32
178	101313	3903061393870000	JANICE M ELLIOTT & JAMES E OLSEN JT	7162 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.09	0.16	0.17	0.15
179	101317	3903061473390000	TIMOTHY & JESSICA ROWLEY	7129 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
180	101319	3903061473530000	PATRICK H & ANDREA M AMES	7151 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.35	0.35	0.30
181	101320	3903061473630000	HERMAN & JOAN I FRANSEN	7154 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.27	0.27	0.23
182	101326	3903061513860000	ANGELINE D BODE	7154 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
183	101332	3903061663110000	MATTHEW & RICHELLE URLE	7134 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
184	101334	3903061663210000	SUSANA BLASCO	7136 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
185	101335	3903061663310000	PETER K & LORI A BATTERSBY	7140 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
186	101336	3903061663390000	SCOTT HAGERITY & EVELYN GRIMM	7142 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	0.40	0.34
187	101337	3903061663540000	LYNN K GIULIANI	7146 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.24	0.24	0.21
188	101339	3903061663640000	MICHAEL P & MONICA L CAMPFIELD	7146 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.30	0.30	0.25
189	101340	3903061663740000	CRAIG L & JESSICA J TELGENHOFF	7146 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.22	0.22	0.19
190	101341	3903061692040000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	19.70	0.40	0.40	0.34
191	101342	3903061763080000	KRAIG T DE BONOTI	7103 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
192	101343	3903061763160000	JOHN E & CHERYL M CRAWFORD	7109 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
193	101344	3903061763240000	JUSTIN DE BOER & LACIE M HOWE	7115 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
194	101345	3903061763310000	LINDELL H & SHARON COOTS	7121 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
195	101346	3903061773390000	MICHAEL S & LORI YORK	7127 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
196	101347	3903061773470000	BON DENTE TECHNOLOGIES LLC	2024 NORTHSORE DR	BELLINGHAM	WA	98226-7819	US	1.00	0.35	0.41	0.35
197	101348	3903061783660000	ROSS C DRISCOLL II & DANA A DRISCOLL	7131 BRENT LN	LYNDEN	WA	98264-9606	US	1.20	0.04	1.59	1.35
198	101357	3903061855050000	WASHINGTON STATE DEPT OF NATURAL RESOURC	PO BOX 47014	OLYMPIA	WA	98504-7014	US	40.09	0.31	0.31	0.26
199	101358	3903061903770000	ROSS & DONA DRISCOLL	7145 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
200	101361	3903061923100000	DAVID L & JUDY M DRAKE	6190 CASCADE DR	FERRIDALE	WA	98248-9642	US	1.00	0.40	0.40	0.34
201	101362	3903061933250000	HEIDI & BRIAN TURPIN	262 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
202	101363	3903061933400000	MAARTEN & ELIZABETH A WARMINK	2240 MAIN ST APT 112	FERRIDALE	WA	98248-9698	US	1.00	0.40	0.40	0.34
203	101364	3903061933430000	ALVIN & DANA STUTH	7130 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
204	101365	3903061973500000	ADRIAN MEZA & BLANCA FARFAN	7146 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

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count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed	Average	Proposed	Proposed
									Acres	Benefit	Basis	Fee (Per 1K)
205	101366	3903062003750000	MARVIN MCELROY & QI WAN	7151 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.29	0.29	0.24
206	101368	3903062013090000	JOSEPH RAMSEY	265 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
207	101369	3903062033260000	DANA P & FAY D BECKLEY	266 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
208	101370	3903062053800000	DANIEL D & ROBIN M BRINKMAN	PO BOX 331	LYNDEN	WA	98264-0331	US	1.00	0.40	0.40	0.34
209	101371	3903062083090000	JOHN & JOAN E CARPENTER	269 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
210	101372	3903062093780000	JAMES A & JANE C LEE	7157 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.32	0.32	0.27
211	101373	3903062113270000	JAYLEEN TIEMERSMA	276 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
212	101374	3903062123550000	WILLIAM E SWEDEBERG	7158 BRENT LN	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
213	101375	3903062133440000	JACK & EUGENIE A TRIPLETT	290 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
214	101377	3903062153530000	DANE L HOVDE	7152 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
215	101378	3903062173090000	TRAVIS C & KAREN E C KUEGER	273 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
216	101381	3903062183810000	JOHN PAO & LIPING ZHENG JT	7163 BRENT LANE	LYNDEN	WA	98264-9506	US	1.00	0.25	0.25	0.22
217	101385	3903062201660000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	5.06	0.19	0.98	0.83
218	101387	3903062202310000	MIKE & LINDA ROORDA	271 E BARTLETT RD	LYNDEN	WA	98264-9601	US	4.86	0.23	1.13	0.96
219	101388	3903062213570000	ROBERT A & FAYE M LADIGES	7162 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	0.40	0.34
220	101389	3903062253460000	JOSIAH T SEBENS & MIRANDA D HESLER	293 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
221	101390	3903062263090000	EDUARDO A & ANITA IBARRA	277 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.44	0.44	0.38
222	101391	3903062273190000	KIMBERLY D & JAMES D MCMURRAY	281 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.56	0.56	0.47
223	101392	3903062273290000	MEISSA A WEEFER	285 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.53	0.53	0.45
224	101393	3903062293800000	CATHY M WEATHERBY	289 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	0.40	0.34
225	101394	3903062293610000	TYLER M KLANDER	7166 BRENT LN	LYNDEN	WA	98264-9671	US	1.00	0.40	0.40	0.34
226	101395	3903062303720000	WAYNE G & JOAN C HERSMAN	869 E WISER LAKE ROAD	LYNDEN	WA	98264-9671	US	1.00	0.40	0.40	0.34
227	101396	3903062323950000	GORDON LOGAN	286 EAST BARTLETT ROAD	LYNDEN	WA	98264-9601	US	1.00	0.64	0.64	0.54
228	101398	3903062463700000	WILLSON D LEE & KATIE W MA	290 E BARTLETT RD	LYNDEN	WA	98264-9601	US	2.44	0.40	0.97	0.83
229	101399	3903062484640000	ROBERT W RASMUSSEN	293 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	3.18	0.19	0.59	0.50
230	101401	3903062502350000	JEFFERY D & LORI A SCHOLTEN	303 E BARTLETT RD	LYNDEN	WA	98264-9601	US	4.85	0.21	1.02	0.87
231	101402	3903062554700000	ROBERT B & DARLENE L GAGE	303 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.50	0.15	0.38	0.32
232	101405	3903062631300000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	34.55	0.09	2.95	2.50
233	101407	3903062674640000	MARTIN P & FAITH T VANDRIEL	311 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.21	0.20	0.43	0.37
234	101408	3903062774640000	MARTIN P & FAITH T VAN DRIEL	311 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.34	0.23	0.31	0.26
235	101409	3903062844620000	GARY J STOFFER	323 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.69	0.30	0.80	0.68
236	101410	3903062944640000	ROBERT J & ALICIA A WURM	331 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.37	0.45	1.06	0.90
237	101413	3903063013380000	RAMANPREET S MANN	6769 135 ST	SURREY BC V3W 4W4	CAN			36.55	0.62	22.70	19.29
238	101419	3903063155310000	GARY G & TERRY L COX	7295 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	1.04	0.75	0.78	0.67
239	101420	3903063185110000	JEFFREY S & ANDREA LOWDEN	15217 21ST CIR SE	MILL CREEK	WA	98012-5600	US	1.19	1.00	1.19	1.01
240	101421	3903063204900000	RICHARD G & GAIL E FARRIS	7263 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	1.79	1.00	1.79	1.52
241	101423	3903063254780000	KIM M KOCHMAN	7255 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	2.37	0.98	2.32	1.97
242	101426	3903063275330000	WESLEY & DIANE HERMAN	353 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.89	0.89	0.75
243	101427	3903063291530000	GERRIT S STARKENBURG	356 E POLE RD	LYNDEN	WA	98264-9666	US	6.49	0.18	1.17	0.99
244	101428	3903063312170000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	12.71	0.20	2.54	2.16
245	101481	3903063512620000	DEAN L STACY	387 E BARTLETT RD	LYNDEN	WA	98264-9601	US	1.00	0.20	0.20	0.17
246	101483	3903063670170000	JAMES E TOISMA	390 E POLE RD	LYNDEN	WA	98264-9666	US	1.00	0.20	0.20	0.17
247	101484	3903063790410000	DAVID & TANYA BRAUTHWAITE	840 W PARK DR	LYNDEN	WA	98264-9522	US	3.38	0.67	2.28	1.94
248	101485	3903063801000000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	LYNDEN	WA	98264-9245	US	4.95	0.50	2.47	2.10
249	101486	3903063830170000	CALEB LIEGER	418 E POLE RD	LYNDEN	WA	98264-9023	US	1.00	0.20	0.20	0.17
250	101487	3903064001850000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	LYNDEN	WA	98264-9245	US	17.73	0.23	4.10	3.49
251	101488	3903064002520000	GUY R HILL & DIXIE L TOMLIN	417 E BARTLETT RD	LYNDEN	WA	98264-9601	US	5.00	0.33	1.67	1.42
252	101491	3903064120500000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	LYNDEN	WA	98264-9245	US	6.14	0.66	4.03	3.43
253	101493	3903064230220000	NECIA M AMOS	436 E POLE RD	LYNDEN	WA	98264-9023	US	1.08	0.21	0.23	0.19
254	101496	3903064344620000	STANLEY D & HARRIET R DEWAARD & CHARLES J D	289 W WISER LAKE RD	FERRDALE	WA	98248-9482	US	39.49	0.98	38.65	32.84
255	101497	3903064373370000	EDDIE L & C MICHELLE TOMLIN	3013 CEDARWOOD AVE	BELLINGHAM	WA	98225-1414	US	39.39	0.88	34.84	29.60

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title	owner_name	title	owner_address	title	owner_city	title	owner_state	title	owner_zip	title	owner_country	Assessed Acres	Average Zone (Acres)	Proposed Basis	Proposed Fee (Per 1k)
256	101500	3903064621360000	SUNNY FARM PROPERTIES I LLC		PO BOX 128		LYNDEN	WA	98264-0128	US	38.34	0.54	20.77	17.65	1.02	0.20	0.20	0.17
257	101501	3903064860180000	JAMES R & DIANA D ZWIERS		502 E POLE RD		LYNDEN	WA	98264-9005	US	1.02	0.20	0.20	0.17	12.95	0.29	3.77	3.20
258	101619	3903072554520000	ARLYN L PLAGERMAN		242 BEARD RD		LYNDEN	WA	98264-9603	US	8.38	0.18	1.51	1.28	8.38	0.18	1.51	1.28
259	101620	3903072583240000	MAGNIDER S & BEANT K & PIRTHIPAL S GILL & IGBA 7540 - 124 STREET		9487 WATERFALL PL		SUREVEY BC V3W 3X3	CAN	98264-9603	CAN	11.00	0.33	3.66	3.11	11.00	0.33	3.66	3.11
260	101621	3903072884550000	DEWILDES PROPERTIES LLC		9487 WATERFALL PL		CLUSTER	WA	98240-9245	US	8.37	0.12	0.97	0.83	8.37	0.12	0.97	0.83
261	101622	3903072903240000	NELLIE J VRIELING		PO BOX 1052		BELLINGHAM	WA	98227-1052	US	1.00	0.20	0.20	0.17	11.25	0.39	4.44	3.77
262	101624	3903073085220000	POLE ROAD WATER ASSN INC		6951 HANNEGAN RD #1		LYNDEN	WA	98264-9058	US	1.00	0.20	0.20	0.17	8.37	0.19	1.63	1.39
263	101626	3903073204550000	DEWILDES PROPERTIES LLC		9487 WATERFALL PL		CLUSTER	WA	98240-9245	US	1.00	0.20	0.20	0.17	10.73	0.44	4.68	3.98
264	101627	3903073243240000	GERRY L & NELLIE J VRIELING		PO BOX 1052		BELLINGHAM	WA	98227-1052	US	1.00	0.20	0.20	0.17	8.38	0.19	1.62	1.37
265	101629	3903073444960000	GARY G & SHIRLEY M HAVEMAN		381 E POLE RD		LYNDEN	WA	98264-9009	US	10.73	0.44	4.68	3.98	8.38	0.19	1.62	1.37
266	101631	3903073534390000	DEWILDES PROPERTIES LLC		9487 WATERFALL PL		CLUSTER	WA	98240-9245	US	8.38	0.19	1.62	1.37	10.73	0.44	4.68	3.98
267	101632	3903073563240000	GERRY L & NELLIE J VRIELING		PO BOX 1052		BELLINGHAM	WA	98227-1052	US	8.38	0.19	1.62	1.37	10.73	0.44	4.68	3.98
268	101633	3903073604960000	MICHAEL R & LAURIE L RUSK		6891 BLUMFIELD DR		LYNDEN	WA	98264-9045	US	1.00	0.20	0.20	0.17	1.06	0.20	0.21	0.18
269	101638	3903073749600000	JOSH T & KARISSA M FRANCIS		6890 BLUMFIELD DR		LYNDEN	WA	98264-9045	US	1.37	0.20	0.27	0.23	1.31	0.20	0.26	0.22
270	101639	3903073804680000	BRIAN & KALEY BISHOP		6864 BLUMFIELD DR		LYNDEN	WA	98264-9045	US	1.31	0.20	0.26	0.23	3.01	0.44	1.32	1.12
271	101640	3903073804910000	DAVID E & REBECCA D DILLARD		6874 BLUMFIELD DR		LYNDEN	WA	98264-9045	US	5.24	0.13	0.66	0.56	1.00	0.20	0.20	0.17
272	101641	3903073854180000	TERRY & DOREEN A FIFE		6803 TRANQUIL LN		LYNDEN	WA	98264-9659	US	4.02	0.59	2.39	2.03	1.00	0.20	0.20	0.17
273	101645	3903073903000000	GARY ANDERSON		400 BEARD RD		LYNDEN	WA	98264-9680	US	12.33	0.58	7.18	6.10	2.63	0.19	0.49	0.42
274	101647	3903073915140000	PARGAT S & SURINDER K GILL		6880 BLUMFIELD DR		LYNDEN	WA	98264-9045	US	2.02	0.92	1.86	1.58	5.43	0.03	0.14	0.12
275	101651	3903074184240000	NANCY L COLLIER		6811 TRANQUIL LN		LYNDEN	WA	98264-9659	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
276	101659	3903074434830000	ROGER & LINDA JAGER		437 E POLE RD		LYNDEN	WA	98264-9659	US	2.06	0.80	1.66	1.41	2.06	0.80	1.66	1.41
277	101660	3903074464460000	NORMAN J & DONNA J HEERSPIJK		6823 TRANQUIL LN		LYNDEN	WA	98264-9659	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
278	101664	3903074534150000	CHARLES G & JUDITH M VRIELING		6817 TRANQUIL LN		LYNDEN	WA	98264-9659	US	2.63	0.19	0.49	0.42	2.02	0.92	1.86	1.58
279	101665	3903074582950000	SANGREN REVOCABLE LIVING TRUST		22513 E PENROSE LOOP		LIBERTY LAKE	WA	99019-4504	US	5.43	0.03	0.14	0.12	1.00	0.20	0.20	0.17
280	101667	3903074605010000	MICHAEL E & SHARIE L HURLBERT		461 E POLE RD		LYNDEN	WA	98264-9667	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
281	101668	3903074705190000	BRIAN H MURRAY		467 E POLE RD		LYNDEN	WA	98264-9667	US	2.06	0.80	1.66	1.41	2.06	0.80	1.66	1.41
282	101669	3903074714510000	JAMES S & DEBORAH S DENEKE		PO BOX 31428		BELLINGHAM	WA	98228-3148	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
283	101670	3903074745060000	MICHAEL E & SHARIE L HURLBERT		461 E POLE RD		LYNDEN	WA	98264-9667	US	1.00	0.37	0.37	0.31	1.00	0.37	0.37	0.31
284	101671	3903074751800000	DONALD R HOWARD		473 E POLE RD		LYNDEN	WA	98264-9667	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
285	101672	3903074844130000	JAMES L & DIANE M AGUIRRE		6820 TRANQUIL LN		LYNDEN	WA	98264-9659	US	2.24	0.18	0.41	0.35	2.24	0.18	0.41	0.35
286	101673	3903074855000000	ZDZISLAW & ELZBIETA CHALA		479 E POLE RD		LYNDEN	WA	98264-9667	US	1.00	0.45	0.45	0.38	1.00	0.45	0.45	0.38
287	101674	3903074914570000	LYNN I & JULIE C CALL		6831 TRANQUIL LN		LYNDEN	WA	98264-9659	US	2.73	0.69	1.87	1.59	2.73	0.69	1.87	1.59
288	101676	3903074933000000	GEORGE D & LAURIE V BOCK		485 E POLE RD		LYNDEN	WA	98264-9667	US	1.00	0.58	0.58	0.49	1.00	0.58	0.58	0.49
289	101684	3903075005000000	SANTIAGO MORALES GUZMAN & DIONICA SANCHEZ 491 E POLE RD		497 E POLE RD		LYNDEN	WA	98264-9667	US	1.00	0.73	0.73	0.62	1.00	0.73	0.73	0.62
290	101685	3903075065000000	DAVID E BULLARD		855 ROGUE AVE		STAYTON	OR	97383-9421	US	3.70	0.76	2.83	2.40	3.70	0.76	2.83	2.40
291	101689	3903080164760000	WN JOHNSON PROPERTIES LLC		499 E POLE RD		LYNDEN	WA	98264-9667	US	1.78	0.89	1.59	1.35	1.78	0.89	1.59	1.35
292	101690	3903080165150000	FRANK A & SHIRYL R TOLISMA		6818 E 5TH PL		LYNDEN	WA	98264-9675	US	2.27	0.10	0.23	0.20	2.27	0.10	0.23	0.20
293	101692	3903080174130000	CHARLES S & CARRIE L DYER		6871 E 5TH PL		LYNDEN	WA	98264-9675	US	2.00	0.14	0.28	0.24	2.00	0.14	0.28	0.24
294	101694	3903080184380000	BOBBY J & ROSE C CRABTREE		533 E POLE RD		LYNDEN	WA	98264-9005	US	5.57	0.66	3.68	3.12	5.57	0.66	3.68	3.12
295	101710	3903080454860000	WARREN E & JENNIFER L SCOTTER		6860 E FIFTH PL		LYNDEN	WA	98264-9675	US	2.88	0.10	0.29	0.24	2.88	0.10	0.29	0.24
296	101713	3903080484240000	PETER W & HELEN A PLAGERMAN		6822 E FIFTH PL		LYNDEN	WA	98264-9875	US	2.04	0.10	0.20	0.17	2.04	0.10	0.20	0.17
297	101715	3903080494130000	MARK C & CHRISTA E WARREN		507 BROOKFIELD CT		LYNDEN	WA	98264-1052	US	25.88	0.20	5.11	4.34	25.88	0.20	5.11	4.34
298	101735	3903080945900000	ROLF G HAUGEN		657 E POLE RD		LYNDEN	WA	98264-9668	US	4.93	0.10	0.49	0.42	4.93	0.10	0.49	0.42
299	101755	3903081784450000	JONATHAN & MICHELLE FOX		627 E POLE RD		LYNDEN	WA	98264-9668	US	1.90	0.10	0.19	0.16	1.90	0.10	0.19	0.16
300	101757	3903081785110000	ROBERT RAIPLEE		689 E POLE RD		LYNDEN	WA	98264-9668	US	2.54	0.01	0.04	0.03	2.54	0.01	0.04	0.03
301	101773	3903082504510000	MICHAEL A & MARGARET A NELSON		689 E POLE RD		LYNDEN	WA	98264-9668	US	2.45	0.09	0.23	0.19	2.45	0.09	0.23	0.19
302	101774	3903082504810000	MICHAEL A & MARGARET A NELSON		689 E POLE RD		LYNDEN	WA	98264-9668	US	2.25	0.10	0.22	0.17	2.25	0.10	0.22	0.17
303	101776	3903082505150000	MICHAEL A & MARGARET A NELSON		689 E POLE RD		LYNDEN	WA	98264-9668	US	1.00	0.16	0.16	0.13	1.00	0.16	0.16	0.13
304	127312	4002361870040000	ROGER D & WICKI K HAWLEY		495 E AXTON RD		BELLINGHAM	WA	98226-9760	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
305	127316	4002361960040000	POLE ROAD WATER ASSN INC		6951 HANNEGAN RD #1		LYNDEN	WA	98264-9058	US	1.00	0.20	0.20	0.17	1.00	0.20	0.20	0.17
306	127320	4002362150800000	ROBERT W RASMUSSEN		293 E WISER LAKE RD		LYNDEN	WA	98264-9453	US	8.76	0.00	0.02	0.01	8.76	0.00	0.02	0.01

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

Count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_county	Assessed Acres	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (per 1k)
307	127329	4002362490040000	RONALD E & MARINA R WELCH	317 W WISER LAKE RD	FERRIDALE	WA	98248-9466	US	1.00	0.20	0.20	0.17
308	127333	4002363080400000	DAVID JOHNSTON	282 W WISER LAKE RD	FERRIDALE	WA	98248-9482	US	7.16	0.01	0.07	0.06
309	127335	4002363360300000	BILLY E ROWDEN & NANCY M JONES	248 W WISER LAKE RD	FERRIDALE	WA	98248-9482	US	1.04	0.10	0.10	0.09
310	127337	4002363530030000	BRIAN S & ROSLYN HAVES	232 W WISER LAKE RD	FERRIDALE	WA	98248-9482	US	1.00	0.10	0.10	0.08
311	127338	4002363580900000	JOE DEWAARD	283 W WISER LAKE RD	FERRIDALE	WA	98248-9482	US	18.41	0.06	1.05	0.89
312	127341	4002364020120000	RYAN & SARAH HOLEWINSKI	205 W WISER LAKE RD	FERRIDALE	WA	98248-9482	US	1.00	0.85	0.85	0.72
313	127342	4002364040300000	PATRICK D & DESIREE A MCVICER	194 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
314	127343	4002364160360000	TERRY K & KAREN L DE WAARD	281 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
315	127344	4002364230030000	PATRICIA M KNIVSTAD	182 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
316	127345	4002364310150000	DAVID JR & DINAH CARPENTER	175 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.76	0.76	0.65
317	127346	4002364310370000	DAVID S & ELYV A SCHMOCKER	174 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
318	127349	4002364430030000	DAVID J & PAULETTE JONES	168 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
319	127351	4002364460160000	RONALD E WEIDKAMP	159 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
320	127352	4002364540390000	COODY K & BRANDI VISSER	160 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
321	127355	4002364610160000	PAUL D & HEIDI O NABER	149 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.67	0.67	0.57
322	127356	4002364630380000	DEENA & BENJAMIN LUBRICH	152 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
323	127367	4002364730380000	AUSTIN & RACHELANN HARRIS	PO BOX 844	FERRIDALE	WA	98264-0844	US	1.00	0.10	0.10	0.08
324	127369	4002364770160000	GEORGE H & PHYLLIS L KRIENKE	141 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.83	0.83	0.71
325	127370	4002364830380000	DONALD L DIRKSEN	136 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
326	127371	4002364930380000	RONNEY D & ARIENE G SCHAFER	125 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.10	0.10	0.08
327	127372	4002364940160000	JAMES H DOULETTE	115 W WISER LAKE RD	FERRIDALE	WA	98248-9421	US	1.00	0.82	0.82	0.69
328	127378	4002365120140000	ANTHEM ENTERPRISES LLC	7350 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9418	US	1.00	0.10	0.10	0.08
329	135187	4003310100390000	AMIE HICKEY	128 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.10	0.10	0.08
330	135193	4003310270400000	JAY B HUTCHINSON & MARIE E EPPENS	138 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.30	0.05	0.07	0.06
331	135201	4003310350470000	RANDY & KRISTY BOGARD	133 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	6.66	0.30	1.99	1.69
332	135215	4003310450470000	LYNN & SUSAN HAHN	140 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.07	0.07	0.06
333	135215	4003310540460000	L DANA PETERSEN	146 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.07	0.07	0.06
334	135221	4003310540460000	STEPHENT & SARAH W TRIPPE	164 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.03	0.03	0.02
335	135229	4003310660590000	TERRY P & STEPHANIE CONSTABLE	158 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.10	0.10	0.08
336	135234	4003310710360000	BRANDON & ELEKTRA MOREAU	162 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.03	0.03	0.02
337	135238	4003310830630000	CHAD D & HOLLY K FLEMING	180 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.09	0.09	0.08
338	135243	4003310950400000	THOMAS D KROONTJE & DAWN K LUPKES	188 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.10	0.10	0.08
339	135251	4003311100380000	BYRON & KAREN KOOP	191 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.47	0.47	0.40
340	135252	4003311190100000	TIM & STACEY BOGART	194 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.11	0.06	0.07	0.06
341	135254	4003311210490000	DANIEL F & MEGAN M VOPNFORD	205 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.98	0.98	0.84
342	135256	4003311290100000	RED3 LLC	8060 NISKA RD	BLAINE	WA	98230-9553	US	1.10	0.07	0.08	0.07
343	135257	4003311300480000	DONALD A & PATRICIA D ROBINSON	219 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.90	0.90	0.76
344	135267	4003311390100000	JORDAN M & JENNIFER L ROOROA	723 VAN DYK RD	LYNDEN	WA	98264-9445	US	1.14	0.07	0.08	0.07
345	135268	4003311410480000	FABRICIANO & LISA K CRUZ	7331 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.10	0.10	0.08
346	135272	4003311530420000	JOANNA WAGENMAAR	7337 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.10	0.10	0.08
347	135273	4003311530490000	DANIEL G & TERESA J BRIM	223 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.89	0.89	0.76
348	135278	4003311540570000	RICHARD BOREN SO% & SUSAN K LOBLAND SO%	222 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	0.10	0.08
349	135279	4003311540570000	DANIEL J & KATHLEEN L SINGEK	7343 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.07	0.07	0.06
350	135294	4003311660990000	DAVID L & SUSAN L MARTUCCI	6012 NE 1ST ST	RENTON	WA	98059-8555	US	1.00	0.86	0.86	0.73
351	135295	4003311720330000	JEFFREY W LAMPHIERE & LISA L LAMPHIERE TRUST/ 236 E WISER LAKE RD	7338 WISER LN	LYNDEN	WA	98264-9453	US	1.00	0.10	0.10	0.08
352	135296	4003311720330000	JEFFREY W LAMPHIERE & LISA L LAMPHIERE TRUST/ 236 E WISER LAKE RD	7338 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.10	0.10	0.08
353	135297	4003311720540000	ROYCE A & JENNAM M SIEVING	7344 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.06	0.06	0.05
354	135298	4003311720620000	STEPHEN J MALLAHAN	233 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.84	0.84	0.71
355	135300	4003311730090000	KENT A & PAMELA J GOTO	7332 WISER LAKE	LYNDEN	WA	98264-9458	US	1.00	0.10	0.10	0.08
356	135301	4003311730480000	ANNA C FETTY		LYNDEN	WA		US				

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed			Proposed		
									Acres	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)		
358	135310	4003311830080000	CHRISTOPHER R VONNEGUT & BERNICE M VONNEGUT	299 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.80	0.80	0.68		
359	135312	4003311840290000	STEVEN J VANDER YACHT & LANELLE M VANDER VZ	250 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	0.10	0.08		
360	135313	4003311840510000	STEVEN J VANDER YACHT & LANELLE M VANDER VZ	250 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	0.10	0.08		
361	135320	40033120790000	ROY N & LAURALEE MCLEOD	2411 VIEW RIDGE DR	BELLINGHAM	WA	98229-5923	US	1.79	0.10	1.69	1.44		
362	135324	4003312320290000	JON DEBONOT	286 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	0.10	0.08		
363	135325	4003312350150000	JON DEBONOT	286 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	0.10	0.08		
364	135347	4003312500300000	WESLEY & DIANE HERMAN	353 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.10	0.10	0.08		
365	135351	4003313300390000	BRUCE L HOLTROP	354 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.61	0.06	0.09	0.08		
366	135355	4003313320310000	DONIS M BROWN	362 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.10	0.10	0.08		
367	135357	4003313350030000	MARK & KRISTEN HOLLANDER	359 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.13	0.13	0.11		
368	135359	4003313550740000	WILLIAM R JR & LINDA J HARVEY	360 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	8.07	0.03	0.21	0.18		
369	135361	4003313580090000	JAMES A & SHARON J STRENGHOLT	PO BOX 1026	LYNDEN	WA	98264-6126	US	1.61	0.63	1.02	0.87		
370	135363	4003313650430000	WILLIAM & LINDA J HARVEY	360 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.10	0.10	0.08		
371	135364	4003313820150000	ACKER FAMILY TRUST PAUL R-MARY A ACKER TR	405 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.76	0.76	0.65		
372	135366	4003313850420000	ROBERT E & MARY J MATTER	406 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.14	0.10	0.11	0.10		
373	135369	4003313970690000	ROBERT L & PATRICIA P HOKSBERGEN	420 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	3.53	0.03	0.11	0.10		
374	135371	4003313990430000	JESSE L ATKINS & LAUREN B KAYDA	412 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.10	0.10	0.08		
375	135376	4003314100150000	LEO E BELD	435 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	2.50	0.82	2.06	1.75		
376	135378	4003314270660000	BASTIAN & DELORES VAN HOFWEGEN TRUST/TR	426 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	2.93	0.07	0.21	0.18		
377	135380	4003314320210000	LEO E BELD	435 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.88	0.88	0.75		
378	135381	4003314450260000	DANIEL W & KARA J TURNER	441 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.43	0.67	0.96	0.82		
379	135382	4003314460710000	STEVEN G & GLENDA R JOHNSTON	446 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.61	0.09	0.14	0.12		
380	135394	4003314630140000	MERLE H & SHARON JENSEN REV TRUST/TR	7650 E ADAMS DR	TULACON	AZ	85715-5001	US	1.00	0.43	0.43	0.36		
381	135395	4003314630340000	MICHAEL J & DEBRA A BUCHACH	451 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.92	0.92	0.78		
382	135396	4003314650870000	JACK BOSMAN	464 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	3.10	0.04	0.13	0.11		
383	135400	4003314780160000	ROBERT A JENSEN	481 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.11	0.37	0.41	0.35		
384	135401	4003314780330000	ROBERT A JENSEN	481 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	1.00	1.00	0.85		
385	135402	4003314790460000	TED & GENTRUDE POSTMA	479 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.85	0.85	0.73		
386	135408	4003314910710000	CHARLES P & VOLANDA VOGEL TRUST	478 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.24	0.10	0.12	0.11		
387	135409	4003314910930000	SUSAN L PROSSER	490 E WISER LAKE RD	LYNDEN	WA	98264-9393	US	1.59	0.06	0.10	0.08		
388	135413	4003314940170000	JEREMY & STEPHANIE PARRIERA	483 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.30	0.40	0.51	0.44		
389	135414	4003314970500000	VANDE WEGTE 1986 TRUST CLIFFORD L & ARLENE C	2585 REED RD	ESCONDIDO	CA	92027-4218	US	1.00	0.91	0.91	0.77		
390	135415	4003320210740000	HERBERT A ALPOEL	360 CENTER ST	S EASTON	MA	02375-1007	US	9.60	0.40	3.86	3.28		
391	135420	4003320570750000	FOSTER D & EILEEN C COURTNEY TRUST/TR	628 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	9.85	0.39	3.85	3.27		
392	135425	4003320751100000	ANDREW JR & BARADINA MELLEMA	551 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	0.10	0.08		
393	135427	4003320830380000	BRIAN C & HOLLY M STOCKMAN	7335 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.00	0.15	0.30	0.25		
394	135428	4003320830660000	JESUS SILVA & DOLORES SILVA LIVING TRUST/TR	7355 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.00	0.37	0.74	0.63		
395	135429	4003320830940000	WILLIAM J & SUSAN SHINE	7375 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.00	0.30	0.61	0.52		
396	135430	4003320831240000	ANDREW MELLEMA JR	551 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	0.10	0.08		
397	135433	4003320860120000	MATTHEW A & ELLEN M HUFFMAN	7325 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.04	0.42	0.86	0.73		
398	135435	4003320981240000	AB MELLEMA LLC	551 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	0.10	0.08		
399	135443	4003321200120000	JACOB H & DONNA J STEIGER	7324 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.05	0.70	1.44	1.22		
400	135445	4003321200650000	SCOTT I & PEGGY L DOHNER TRUST/TR	585 E WISER LAKE RD	LYNDEN	WA	98264-9007	US	1.77	0.10	0.21	0.21		
401	135446	4003321200900000	CHARLES R & DIANA L WYATT	7370 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.38	0.13	0.30	0.25		
402	135447	4003321201170000	JOHN & ANN L VANDERLEEST	585 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	2.15	0.50	1.07	0.91		
403	135455	4003321470250000	DAVID C LONGSTRECH & KAY E SANDBERG	7314 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.24	0.10	0.22	0.17		
404	135458	4003321560580000	DANIEL & ERIN VANDER KOOI	7312 E WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.02	0.10	0.20	0.17		
405	135459	4003321560800000	TYLER & ELIZABETH DEZEEUW	7347 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.18	0.32	0.70	0.60		
407	135461	4003321670250000	GERALD & CHERYL VANDER KOOI	7318 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.18	0.32	0.70	0.60		
408	135462	4003321701000000	WHATCOM COUNTY CEMETERY 10	PO BOX 68	LYNDEN	WA	98264-0068	US	4.46	0.10	0.45	0.38		

DRAINAGE IMPROVEMENT DISTRICT NO. 5 PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres	Average Benefit Zone (acres)	Proposed Basis	Proposed Fee (per 1k)
409	135466	400332181180000	WHATCOM CO FIRE PROTECTION DIST NO 21	4142 BRITTON LOOP RD	BELLINGHAM	WA	98266-9481	US	1.00	0.10	0.10	0.08
410	135468	400332185020000	EDWARD C & EMILY A ELLSWORTH	PO BOX 886	LYNDEN	WA	98264-0886	US	2.00	0.29	0.58	0.50
411	135470	400332186065000	JIMMY R SANGER & KAREN L VAN BUREN SANGER	7343 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.34	0.23	0.23	0.20
412	135479	400332195120000	RICHARD & CONDEL HOOTSEMA	645 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	0.10	0.08
413	135480	400332206020000	DENISE J PETTY & WILLIAM T HOLSAETHER	7330 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.00	0.27	0.53	0.45
414	135481	400332206065000	RANDY E & KAYLENE J BAJEWA	7339 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.60	0.10	0.26	0.22
415	135482	400332221120000	JAMES N & ERMA L ROEDERL FAMILY TRUST/IR	659 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.97	0.10	0.20	0.17
416	135486	400332260650000	ANDREW P & KARA J ESHUIS	7335 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.56	0.10	0.26	0.22
417	135487	400332270200000	SCOTT D & SHAWNNA VANDERLEEST	7334 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.00	0.34	0.68	0.58
418	135494	400332233115000	LAWRENCE H & ELAINE D NYHOFF	689 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	0.10	0.08
419	135500	400332249117000	LAWRENCE H & ELAINE D NYHOFF	689 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	0.10	0.08
420	135504	400332250020000	DONALD G JR & JULIE A REARDON	7343 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.16	0.34	0.73	0.62
421	135505	400332250580000	OVSTEIN & RACHEL HERNES	7349 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.04	0.10	0.20	0.17
422	135506	400332255086000	BRIAN & TAMMY DEZEUW	7365 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.33	0.10	0.23	0.20
423	135508	400332260116000	ELAINE D NYHOFF	689 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	0.10	0.08
424	135512	400332274022000	DONALD A & JEAN M BECKMAN	7333 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.17	0.34	0.74	0.63
425	135516	400332292116000	KEITH A & SHARILANN M ZILSTRA	719 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.35	0.10	0.23	0.20
426	135519	400332295020000	EDWARD J & DENISE R BLOK	7327 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.15	0.43	0.43	0.36
427	135522	400332298062000	ROBERT K & CATHY STILES	7350 HUISMAN PL	LYNDEN	WA	98264-9207	US	4.37	0.10	0.44	0.37
428	135523	400332298089000	MAZZIOTTI TRUST ROBERT R MAZZIOTTI & KAROL	7321 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.00	0.10	0.24	0.21
429	135540	400332314021000	DEAN R & BEVERLY A BOICE	7321 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.00	0.26	0.52	0.45
430	135542	400332319125000	HOWARD J & PATRICIA M VAN LAEKEN	737 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.48	0.10	0.15	0.13
431	135549	400332335021000	TRENT & JENNIFER VELTKAMP	7315 HUISMAN PL	LYNDEN	WA	98264-9207	US	1.86	0.37	0.68	0.58
432	135551	400332337064000	TERRY & CAROL KLEIMHUIZEN	759 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.42	0.10	0.24	0.21
433	135552	400332337105000	KENNETH E LANGEL TRUST/IR	755 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.42	0.10	0.24	0.21
434	135561	400332353105000	JAMES D & TERIL CHRISTOFFERSON	769 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.03	0.10	0.20	0.17
435	135562	400332359021000	DONALD R & KAREN L FISHER	7305 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.50	0.59	1.46	1.24
436	135563	400332360059000	JOHN M & CAPRICIA R BILLESTER	779 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.00	0.10	0.20	0.17
437	135568	400332365092000	JONATHAN HOLMAN	1685 H ST	BLAINE	WA	98230-5106	US	1.00	0.10	0.10	0.08
438	135575	400332387124000	JERRY M BOWSEN	787 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.00	0.10	0.10	0.08
439	135576	400332388104000	JERRY M BOWSEN	787 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.00	0.10	0.10	0.08
440	135587	400332406124000	ROBERT A & RONIE M VLAS	799 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.00	0.10	0.10	0.08
441	135588	400332415106000	ROBERT A & ROXIE M VLAS	799 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.82	0.10	0.18	0.15
442	135598	400332428020000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	29.00	0.95	27.45	23.33
443	135606	400332442114000	BRADLEY A & JAMET STEPHAN	833 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.95	0.10	0.20	0.17
444	135615	400332457081000	RODGER J & JULIA H SOUTH	831 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	2.77	0.10	0.28	0.24
445	135617	400332459056000	RON & BEV DEBOER LIVING TRUST/IR	825 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.98	0.11	0.22	0.18
446	135621	400332464114000	BENJAMIN E & ALISON A KUKEN	849 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.95	0.10	0.20	0.17
447	135630	400332487069000	WAYNE G & JOAN C HERSMAN	869 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	2.40	0.11	0.27	0.23
448	135631	400332487099000	WAYNE G HERSMAN	869 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.74	0.10	0.17	0.15
449	135632	400332487120000	JAMES W & WANDA C SHELLEY	855 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.20	0.10	0.12	0.10
450	135640	400332507022000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	5.53	1.00	5.53	4.70
451	135644	400332508062000	THEODORE JAGER	871 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	2.37	0.25	0.59	0.51
452	135645	400332519124000	JAMES H & LAURA L UNGERSMA	879 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.00	0.10	0.10	0.08
453	135646	400332520108000	NORMAN L TESELLE	7373 HANNEGAN RD	LYNDEN	WA	98264-9422	US	1.00	0.10	0.10	0.08
454	135649	400332524086000	WADE C & CONRINE E DEJONG	7361 HANNEGAN RD	LYNDEN	WA	98264-9422	US	1.14	0.10	0.11	0.10
455	135656	400332532064000	NORMAN L TESELLE	6794 HANNEGAN RD	LYNDEN	WA	98247-9636	US	1.28	0.17	0.22	0.19
456	135674	400332535101000	3251 LLC	7373 HANNEGAN RD	LYNDEN	WA	98264-9422	US	1.00	0.10	0.10	0.08
457	135675	400332535111000	KYLE BROOKS	PO BOX 29688	BELLINGHAM	WA	98228-1688	US	1.00	0.10	0.10	0.08
458	135676	400332535124000	RYAN & ASHLEY HUNNICUTT	1840 MAIN ST APT 26	LYNDEN	WA	98264-9754	US	1.00	0.10	0.10	0.08
459	135691	400333037060000	GARY & JULIE LANNHAR	7372 HANNEGAN RD	LYNDEN	WA	98264-9468	US	18.80	0.50	9.45	8.03

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres	Average Benefit (Acres)	Proposed Basis	Proposed Fee (Per 1k)
460	135708	400330900320000	LOZIER FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	5.29	1.00	5.29	4.50
461	135710	400330901070000	WESTERFIELD FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	6.79	0.44	2.99	2.54
462	135711	400330911340000	LOZIER FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	6.79	0.04	0.28	0.24
463	135753	400331480940000	WESTERFIELD DESIGNS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	6.00	0.07	0.44	0.38
464	135758	400333220940000	LOZIER FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	4.26	0.03	1.58	1.34
465	173228	390306354610000	MARIO G & EMMA C HOLLANDER	7245 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	14.65	0.84	12.33	10.48
466	173230	390306344525000	MARK & KRISTEN HOLLANDER	359 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.38	1.00	1.38	1.17
467	173635	390202465303000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	15.37	0.94	14.48	12.31
468	173639	390202515290000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	4.82	1.00	4.82	4.10
469	173891	390201403340000	KEN BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	9.91	0.32	3.18	2.70
470	173892	390201388340000	KENNETH A BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	8.68	0.59	5.14	4.36
471	174268	390202427387000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	2.24	0.40	0.90	0.76
472	174269	390202478370000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	17.99	0.78	14.12	12.00
473	174358	390308148516000	SAMANTHA G STEELE	613 E POLE RD	LYNDEN	WA	98264-9668	US	2.02	0.10	0.20	0.17
474	174359	390308148483000	RICHARD L STEELE	613 E POLE RD	LYNDEN	WA	98264-9668	US	3.01	0.10	0.30	0.26
475	174419	390201496557000	KURTIS H & KRISLUA E REARDON	980 E 74TH LN	LYNDEN	WA	98264-9365	US	1.00	1.00	1.00	0.85
476	174420	390201508557000	CHARLES J DEWAARD	7401 OLD GUIDE RD	FERRDALE	WA	98248-9419	US	1.00	1.00	1.00	0.85
477	174421	390201521554000	CHARLES J DEWAARD	7401 OLD GUIDE RD	FERRDALE	WA	98248-9419	US	1.43	0.82	1.17	1.00
478	174735	390306051348000	BAVA PIP XXV LLC	PO BOX 189	FERRDALE	WA	98248-0189	US	1.00	0.20	0.20	0.25
479	175561	390307382385000	MAUNIT S & PARAMAJIT K SANDHU	6780 TRANQUIL LN	LYNDEN	WA	98264-9065	US	1.45	0.20	0.29	0.25
480	175653	390307455365000	BATH HOLDINGS CORPORATION	BOX 13101 RPO HIGH STREET	ABBOTSFORD BC V2T 0C4	CAN			28.49	0.11	3.11	2.64
481	177897	390306028165000	CHRISTINE K VAN BEEK	7026 GUIDE MERIDIAN	LYNDEN	WA	98264-9644	US	4.17	0.18	0.74	0.63
482	177898	390306060169000	JOHN R & CAROLINE M DICKINSON	8200 DOUBBLE DITCH RD	LYNDEN	WA	98264-9716	US	5.00	0.20	1.00	0.85
483	177899	390306094170000	JULIE A DENSON	9088 KENDALL RD	SUMAS	WA	98295-8608	US	5.02	0.20	1.00	0.85
484	178066	390201196401000	ROGER D & VICKI K HAWLEY	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	63.55	0.88	56.19	47.75
485	178125	390201124320000	ROGER D & VICKI K HAWLEY	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	49.90	0.92	45.84	38.96
486	179208	390308198510000	CRAIG W & CHREY D NELSON	635 E POLE RD	BELLINGHAM	WA	98264-9668	US	1.88	0.10	0.19	0.16
487	179209	390308220510000	RACHELLE R FOSTER	702 KELLY RD	BELLINGHAM	WA	98226-9732	US	1.88	0.10	0.19	0.16
488	179210	390308210482000	RACHELLE R FOSTER	702 KELLY RD	BELLINGHAM	WA	98226-9732	US	2.00	0.10	0.20	0.17
489	179211	390308210435000	ROBERT W RAPLEE	1483 BLURK RD	BLAINE	WA	98230-9290	US	7.67	0.07	0.54	0.46
490	179280	390201465214000	KRUNDISH GREWAL	6877 HAWK RIDGE DR	FERRDALE	WA	98248-9804	US	5.64	0.35	2.00	1.70
491	179281	390201515252000	JAGDISH S & MAUNIT K GREWAL	6877 HAWK RIDGE DR	FERRDALE	WA	98248-9804	US	4.84	0.30	1.46	1.24
492	180188	390306122202000	BRENDA M HORAT	1539 FRUITLAND DR	BELLINGHAM	WA	98226-1201	US	9.78	0.24	2.33	1.98
493	180998	390305218030000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	2.37	0.10	0.24	0.20
494	180999	390305213080000	DANA D & DIANA L JOHNSON	3950 HOME RD	BELLINGHAM	WA	98226-9147	US	38.88	0.23	9.07	7.70
495	182000	400332398083000	JOE V HICKEY	811 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	2.27	0.10	0.23	0.19
496	182001	400332398056000	JOE V HICKEY	811 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	4.31	0.10	0.44	0.37
497	183418	390306030366000	BAVA PIP XV LLC	PO BOX 189	FERRDALE	WA	98248-0189	US	3.49	0.20	0.70	0.59
498	183422	390306050396000	DOUGLAS A & DARLA R LAUGHLIN	130 MISTY WATERS LN	LYNDEN	WA	98264-9457	US	1.47	0.08	0.71	0.60
499	183884	390201233116000	DEVILDES PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	13.26	0.04	0.59	0.50
500	183886	390201233181000	LARRY & MARGARET RUDY	7037 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	5.72	0.18	1.03	0.87
501	184259	390201356215000	KEN BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	13.14	0.38	5.02	4.26
502	185184	390201111028000	BENJAMIN E & ROMAY D NICHOLS	412 W POLE RD	LYNDEN	WA	98264-9660	US	5.31	0.10	0.53	0.45
503	185185	390201110730000	BENJAMIN E & ROMAY D NICHOLS	412 W POLE RD	LYNDEN	WA	98264-9660	US	4.69	0.10	0.47	0.40
504	185860	400331245021000	DALE A & TRISCHA A BLOK	296 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	2.00	0.09	0.17	0.14
505	185869	400331295067000	LAKEVIEW HOMES LLC	7768 BEBE RD	LYNDEN	WA	98264-9407	US	14.59	0.03	0.50	0.43
TOTALS			DRAINAGE IMPROVEMENT DISTRICT NO. 5				2683.94		165.84		1176.77	1000.90

338



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-065

File ID:	AB2020-065	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to fill vacancies on Business and Commerce Advisory Committee, Higher Education - applicant: Eva Schulte (applications from other applicants due in the Council Office at 10:00 a.m. on February 18)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Vacancy for a non-voting member representing the county's institutions of higher education (Western Washington University, Whatcom Community College, The Northwest Indian College, and Bellingham Technical College). Partial term expiring January 31, 2023. The committee will advise the Whatcom County Council on regulations and policies that could impact local businesses, industry, or economic development. Meets monthly.

HISTORY OF LEGISLATIVE FILE

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

Business & Commerce Advisory Committee: Eva Schulte

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 27, 2020 11:46:14 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
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First Name	Eva
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Last Name	Schulte
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Today's Date	1/27/2020
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Street Address	3081 Aldergrove Road
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City	Ferndale
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Zip	98248
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Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
--	----------------------

Primary Telephone	816-519-9624
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Secondary Telephone	360-383-3326
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Email Address	eschulte@whatcom.edu
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Step 2

1. Name of Board or	Business and Commerce Advisory Committee
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Committee

Business and Commerce Advisory Committee Position:	Higher Education - Whatcom Community College
--	--

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
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3. Which Council district do you live in?	District 3
--	------------

4. Are you a US citizen?	Yes
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5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
---	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
--	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	Eva Schulte_resume 2020.pdf
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the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I serve as the Executive Director for Institutional Development at Whatcom Community College. I provide leadership and strategic direction to institutional advancement, which includes the Whatcom Community College Foundation, the Communications & Marketing department, and overall community relations. I work under the leadership of our president and in coordination with the cabinet and Foundation board to advance our nationally recognized community college, focusing first on the 11,000 students we engage annually. We achieve success for students by building community, enhancing effectiveness, and advancing equity.

I have a Masters of Ethics and Social Theory from the Graduate Theological Union in Berkeley, California. I speak Spanish and previously built a fund and structure to bring large scale impact investments to social infrastructure developments in American Indian, Alaska Native and Native Hawaiian communities across the country.

10. Please describe why you're interested in serving on this board or commission

I have been in the work of economic development in varying capacities throughout my career. I am new to Whatcom County and would be honored to serve on the Business and Commerce Advisory Committee. I would bring insight that draws from my work experience in the areas of public policy, community/civic engagement, non-profit, public health, New Markets Tax Credits, Corporate Social Responsibility, Opportunity Zones, and impact investing. I moved from Kansas City, Missouri to join the dynamic team at WCC the first of the year and to be close to my family members who all live in Birch Bay and Blaine.

References (please include daytime telephone number):

President Kathi Hiyane-Brown (360) 383-3000
Sue Cole (360) 961-4543

Signature of applicant:

Eva Schulte

Place Signed / Submitted

Birch Bay

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-068

File ID:	AB2020-068	Version:	1	Status:	Agenda Ready
File Created:	01/28/2020	Entered by:	RWhidbee@co.whatcom.wa.us		
Department:	Treasurer's Office	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	02/11/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution to sell tax-title property by public auction

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Whatcom County Code 1.10, the Whatcom County Property Management Committee has recommended sale of the following tax-title property as surplus: Tax parcel number 400522 305071 0000; PID 143073; Paradise Lakes Country Club Div no. 3 Tract E Twn 40N RGE 5E Sec 22

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Parcel Information, Proposed Resolution

Application to purchase County Property

Parcel #400522-305071-0000

PID 143073

Acquired 11/18/2011

Applicant, James G Jerro



Legal description: Paradise Lakes Country Club Div no. 3 Tract E Twn 40N RGE 5E
Sec 22

Market Value: \$1,040

Purchase Price / Minimum Bid: \$1,613.82

James Jerro owns 143000 and would like to purchase 143073 to expand his property.

**WHATCOM COUNTY REAL PROPERTY INVENTORY
PARCEL PROFILE**

12-Dec-11

Item #	970	Parcel #	400522-305071-0000	Custodian		TAX TITLE	
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PID # 143073

Date Acquired	11/18/2011	Purchase Price	\$1,613.82
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11-2-01426-2

Location	Pony Express Way	Sumas	Facility	
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PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT E TWN 40N RGE 5E SEC 22

Current Use	Other Vacant	Zoning		Acreage	0.26
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	Land	Building	Total
Estimated or Actual Cost		\$0.00	
Current Assessed Value	\$1,820.00	\$0.00	\$1,820.00

Fixed Asset Code	
------------------	--

Special Characteristics	
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Physical Inspection

Date Last Reviewed	Purpose
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Surplused	Saleability Remarks
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Sale Status	
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Lease Info	
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Deed #	5487	Treasurer's Deed	11/18/2011	Auditor's File #	2111200824	Volume,Page	
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Application to Purchase County Property

Steven N. Oliver, Whatcom County Treasurer

Applicant Name JAMES G. JERRO	
Mailing Address 261 FAIR VALLEY DR.	
City MAPLE FALLS WA 98266	State WA
Home Phone 360-933-4698	Work Phone 360-922-4824

Application No.
Request No.

Are you an adjacent property owner? ☒ Yes ☐ No

Assessed Value \$1,040	TAX-TITLE COST BREAKDOWN	Parcel Number 4005223050710000
	Taxes \$76.66	For what purpose will the property be used?
	Interest/Penalty 18.86	
	6.72	
	Foreclosure Costs 1,511.58	
	Title Search	
Custodian	Assessments	Location
Type of Deed	Other Costs	
Deed No.		
Date Acquired		
Tax Case No.	TOTAL 1613⁸²	

PID 143873

I hereby tender the sum of \$ 150 to be applied toward my offer to purchase the above described property, said money to be returned to me if: (1) my bid is not accepted, or (2) I or my representative attend the sale of the above described property and the property is sold to another party. In addition to the bid amount, I understand that there will also be a deed fee, recording fee and advertising costs payable at the time of sale.

The amount tendered is submitted under the conditions referred to above.

James G. Jerro
Applicant's Signature

Account No.: 82800.2361.1160

Date Received: Jan 7, 2020 by Rue Whidbee, Deputy Treasurer

Treasurer Review Date	Property Management Committee Review Date	Application Is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Forwarded to County Council Date
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3083411 341913 #1/7/2020 150.00*

PROPOSED BY: Treasurer
INTRODUCTION DATE:

RESOLUTION NO. _____

TO SELL COUNTY TAX TITLE PROPERTY

1 WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax
2 foreclosure where it is found to be in the best interest of Whatcom County to sell the
3 same; and,
4

5 WHEREAS, the Whatcom County Property Management Committee
6 recommends that the resolution be passed to effectively meet the legal requirement for
7 the disposal; and,
8

9 WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price
10 for said unit of property and to determine whether or not a contract will be allowed, or if
11 it will be a cash price; and,
12

13 WHEREAS, the Whatcom County Code as well as the state law allows the
14 County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or
15 other resources if the Council finds that it is in the best interest to reserve these;
16

17 NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the
18 County to sell:
19

20 Parcel # 400522 305071 0000 / PID 143073
21

22 Paradise Lakes Country Club Div No 3 Tract E Twn 40N RGE 5E Sec 22
23

24 For no less than taxes, interest, penalties and foreclosure costs of \$1,613.82
25 to the highest and best bidder;
26

27 BE IT FURTHER RESOLVED that said price shall not be allowed under contract
28 and shall be paid in either cash, certified check, or money order to the Whatcom
29 County Treasurer at the time of sale; and,
30

31 BE IT FURTHER RESOLVED that said parcels shall be sold subject to restrictive
32 covenants allowing for imposition of Community Association fees, if any, as set forth in
33 Whatcom County Resolution No. 88-37; and,
34

35 BE IT FURTHER RESOLVED that this sale transfer to the owners all coal, oil,
gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the

36 right to mine for and remove the same in conformity with zoning regulations in force and
37 effect; and,
38

39 BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby
40 directed to sell such property at not less than a certified price and said sale shall take
41 place in accordance with the duties as established in RCW 36.35.120.
42

43
44 APPROVED this _____ day of _____, 2020.
45

46
47 ATTEST:
48

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

49
50 _____
51 Dana Brown-Davis, Council Clerk
52

Barry Buchanan, Chair

53 APPROVED AS TO FORM:
54
55

56 _____
57 Civil Deputy Prosecuting Attorney