

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
JANUARY 26, 2021**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

**9:30 A.M. – NATURAL RESOURCES COMMITTEE
(ENDS NO LATER THAN 10:50 A.M.)**

**11 A.M. – FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ENDS NO LATER THAN 12:45 P.M.)**

**1:30 P.M. – COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
(ENDS NO LATER THAN 2:30 P.M.)**

**2:40 P.M. - PUBLIC WORKS AND HEALTH COMMITTEE
(ENDS NO LATER THAN 3:10 P.M.)**

**3:20 P.M. – COMMITTEE OF THE WHOLE
(ENDS NO LATER THAN 4:30 P.M.)**

**4:35 P.M. – CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
(MAY BEGIN EARLIER/LATER THAN 4:35 P.M.)**

**4:45 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
(MAY BEGIN EARLIER/LATER THAN 4:45 P.M.; ENDS NO LATER THAN 5 P.M.)**

6 P.M. - COUNCIL

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY

**VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT
WWW.WHATCOM.LEGISTAR.COM**

**FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND
COUNCIL MEETINGS, PLEASE VISIT
WWW.WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

COMMITTEE AGENDAS

COUNCIL NATURAL RESOURCES COMMITTEE

9:30 A.M. TUESDAY, January 26, 2021 (ENDS NO LATER THAN 10:50 A.M.)

Virtual Meeting

Call To Order

Roll Call

Special Order of Business

1. AB2021-071 Nomination and appointment of committee chair
Page 1

Committee Discussion and Recommendation to Council

1. AB2021-029 Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase and Development Rights Program Administrator and Whatcom County Executive to proceed with the acquisition of conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications
Pages 2 - 35

Committee Discussion

1. AB2021-064 Discussion of the Summary of Observed Trends and Projected Climate Impacts, 2020
Pages 36 - 79

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

11:00 A.M. TUESDAY, January 26, 2021 (ENDS NO LATER THAN 12:45 P.M.)

Virtual Meeting

Call To Order

Roll Call

Special Order of Business

1. AB2021-071 Nomination and appointment of committee chair
Page 1

Committee Discussion and Recommendation to Council

1. AB2020-587 Request authorization for the County Executive to enter into a three-year agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #AR2474 and State of Washington Participating Addendum #05116, between Whatcom County and CenturyLink Communications, LLC for telecommunications trunk line services, in the amount of \$106,127.17
Pages 80 - 139
2. AB2021-018 Ordinance amending the 2021 Whatcom County Budget, request no. 2, in the amount of \$5,839,516
Pages 140 - 165
3. AB2021-041 Request authorization for the County Executive to enter into a grant agreement between Whatcom County and the Washington State Department of Commerce for an additional attorney to assist in handling deferred cases as a result of the coronavirus, in the amount of \$238,417.00
Pages 166 - 189
4. AB2021-050 Resolution accepting the Treasurer's list of petitions for property tax refunds, consistent with RCW 84.69.020
Pages 190 - 214
5. AB2021-054 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services at the COVID-19 Temporary Housing Facility in the amount of \$168,333 for a total amended contract amount of \$335,000
Pages 215 - 238
6. AB2021-063 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for the Enhanced Whatcom Water Alliance Program, in the amount of \$50,000 (County acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 239 - 249

Council "Consent Agenda" Items

1. AB2021-035 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Land Trust to monitor and enforce easements purchased through the Purchase of Development Rights Program
Pages 250 - 264
2. AB2021-038 Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Bishop-Jones property through the Purchase of Development Rights Program
Pages 265 - 287
3. AB2021-039 Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Rethlefsen property through the Purchase of Development Rights Program
Pages 288 - 310
4. AB2021-047 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Everson for Jail Work Crew Services in the amount of \$1,700.00
Pages 311 - 320
5. AB2021-048 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 \$177,725.00
Pages 321 - 329

6. AB2021-055 Request authorization for the County Executive to enter into a contract between Whatcom County and Spiralfx Interactive LLC for Electronic Medical Records in the amount of \$19,200.00
Pages 330 - 340
7. AB2021-060 Request authorization for the County Executive to enter into a contract between Whatcom County and Wilson Engineering LLC to provide on-call professional land surveying services for 2021 in the amount not to exceed \$100,000
Pages 341 - 417
8. AB2021-061 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and Bellingham Fire Department to add the budget for 2021 and 2022 to support two Community Paramedics for an additional \$709,610 and not to exceed a total of \$1,030,665
Pages 418 - 431
9. AB2021-062 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Eltec Systems LLC for Elevator Inspections, Maintenance and Repairs
Pages 432 - 497

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
1:30 P.M. TUESDAY, January 26, 2021 (ENDS NO LATER THAN 2:30 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2021-057 Discussion of pending litigation with Civil Deputy Prosecutors George Roche and Brandon Waldron: Petrogas v. Whatcom County Assessor, Washington Board of Tax Appeals Docket Nos. 17-002, 18-003, 18-004, 18 141, and 18-142. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]
Page 498

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE
2:40 P.M. TUESDAY, January 26, 2021 (ENDS NO LATER THAN 3:10 P.M.)
Virtual Meeting

Call To Order

Roll Call

Special Order of Business

1. AB2021-071 Nomination and appointment of committee chair
Page 1

Committee Discussion

1. AB2021-073 Discussion of proposed ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief
Pages 499 - 501

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
3:20 P.M. TUESDAY, January 26, 2021 (ENDS NO LATER THAN 4:30 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Pages 502 - 503

Special Presentation

1. AB2021-072 Whatcom County Auditor to provide 2020 General Election review
Page 504

Items Added by Revision

Other Business

Adjournment

COUNCIL CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
4:35 P.M. TUESDAY, January 26, 2021 (MAY BEGIN EARLIER/LATER THAN 4:35 P.M.)
Virtual Meeting

Call To Order

Roll Call

Special Order of Business

1. AB2021-071 Nomination and appointment of committee chair
Page 1

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE
4:45 P.M. TUESDAY, January 26, 2021
(MAY BEGIN EARLIER/LATER THAN 4:45 P.M. – ENDS NO LATER THAN 5:00 P.M.)
Virtual Meeting

Call To Order

Roll Call

Special Order of Business

1. AB2021-071 Nomination and appointment of committee chair
Page 1

Items Added by Revision

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 P.M. Tuesday, January 26, 2021
Virtual Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

The County is accepting applications from county residents to fill vacancies on several boards, commissions, and committees spanning a wide range of important local issues. For more information, visit the Boards and Commissions vacancy webpage on the County website at www.co.whatcom.wa.us, or call the County Council office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. [MIN2021-002](#) Committee of the Whole - Executive Session for January 12, 2021 [Pages 505 - 508](#)
2. [MIN2021-003](#) Committee of the Whole for January 12, 2021 [Pages 509 - 512](#)
3. [MIN2021-004](#) Special Council for January 12, 2021 [Pages 513 - 527](#)

OPEN SESSION (20 MINUTES)

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers should state their name for the record and optionally include city of residence. Speakers will be given three minutes to address the Council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

1. [AB2021-035](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Land Trust to monitor and enforce easements purchased through the Purchase of Development Rights Program
[Pages 250 - 264](#)

2. AB2021-038 Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Bishop-Jones property through the Purchase of Development Rights Program
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Pages 432 - 497

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2021-029 Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase and Development Rights Program Administrator and Whatcom County Executive to proceed with the acquisition of conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications
Pages 2 - 35

(From Council Finance and Administrative Services Committee)

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Pages 239 - 249

(No Committee Assignment)

8. AB2021-028 Reorganization of the Whatcom County Council for 2021
Pages 528 - 539

-Appoint one member to Intergovernmental Tribal Relations Committee
-Confirm Council decision to not appoint optional Alternate WSAC Board Member

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2021-056 Council appointment to fill vacancy on the Surface Mining Advisory Committee - Applicant(s): Candice Leonard
Pages 540 - 545
2. AB2021-068 Council appointment to fill vacancies on the Child and Family Well-Being Task Force - Applicant(s): Debbie Ahl, Jenifer Barcott, Chris Cochran, Clara Cunningham, Jen Curlett, Ray Deck III, Jamie Desmul, Tilda Doughty, Mike Ford, Urvasi Graham, Anne Granberg, Jodi Greene, Alicia Hanning, Melissa Isenhardt, Julee Johnson, Mara Kelley, Sarah Kidd, Monika Mahal, Tamara Mattson, Jean McMahon, Brian Nelson, Katherine Orlowski, Pauline Owen, Elizabeth Page, Rosalva Santos-Guzman, Abby Smith, Erin Smith, Alisha Spencer, Liz Stuart, Tess Tessler, Ann M. Welch
Pages 546 - 682
3. AB2021-069 Council appointment to fill vacancies on the Lynden/Everson Flood Control Subzone Advisory Committee - Applicant(s): Ron Bronsema (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 683 - 686

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. AB2021-065 Request confirmation of the County Executive's reappointments and new appointments to Executive boards, committees and commissions; appointments to take effect on February 1, 2021
Pages 687 - 787

ITEMS ADDED BY REVISION

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. AB2021-051 Ordinance adopting Countywide Planning Policies relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures
Pages 788 - 796
2. AB2021-058 Ordinance adopting the temporary installation of stop signs on Deer Trail
Pages 797 - 799
3. AB2021-074 Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles
Pages 800 - 813
4. AB2021-075 Ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief
Pages 814 - 816

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: AB2021-071

File ID:	AB2021-071	Version:	1	Status:	Agenda Ready
File Created:	01/19/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Nomination and appointment of committee chair

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Nomination and appointment of committee chair

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-029

File ID:	AB2021-029	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Resolution		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase and Development Rights Program Administrator and Whatcom County Executive to proceed with the acquisition of conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

PDR Program update, please see attached staff memo for full summary.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Resolution, Applicant List, PDR Program Presentation (1/26/2021)

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, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: January 7, 2021

SUBJECT: Presentation of the Purchase of Development Rights Program and request for approval to proceed with acquisition of six conservation easements

Whatcom County PDR Program staff would like to update Council with an overview of current applications to the Purchase of Development Rights (PDR) Program including a request for approval to purchase easements on six projects.

The PDR Program continues to experience ongoing success both in terms of applications received and funding secured. To date, 30 conservation easements have been purchased, protecting 1,500 acres of working lands.

PDR Program staff wants to provide a program update and request approval to enter into a Purchase and Sale Agreement to acquire development rights and conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological application parcels.

The Lakeland Foundation application is located in Bertrand Creek watershed, off of Birch Bay Lynden Rd. This application will result in the elimination of 9 development rights and effectively protect 323 acres of working farmland.

The Jones-Bishop application is located in Anderson Creek watershed, off of Sand Rd. This application will result in the elimination of 8 development rights and effectively protect 47 acres of working farmland.

The Martin application is located in Samish River watershed, off of Saxon Rd. This application will result in the elimination of 1 development right and effectively protect 54 acres of working farmland.

The VanderWerff application is located in Anderson Creek watershed, off of Kelly Rd. This application will result in the elimination of 2 development rights and effectively protect 20 acres of working farmland.

The Kiera-Duffy Forestry application is located in Middle Fork Nooksack watershed, off of Mosquito Lake Rd. This application will result in the elimination of 2 development rights and effectively protect 56 acres of working forestland.

The Kiera-Duffy Ecological application is located in Middle Fork Nooksack watershed, off of Mosquito Lake Rd. This application will result in the elimination of 4 development rights and effectively protect 57 acres of an important ecological area.

Thank you for receiving this program update and considering the above referenced request.

Request Summary

PDR Program Staff requests approval of the ranked list recommended by the PDR Oversight Committee and approval to authorize the Executive to enter into a Purchase and Sale Agreement to acquire conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications, provided appraisal is completed, conservation easement is drafted which meets the PDR Program guidelines, landowners have agreed to the offer price and conservation easement conditions, and budget authority has been adopted by Whatcom County Council.

Please contact PDR Program Administrator, Becky Snijder van Wissenkerke, at (360)778-5956 with any questions.

SPONSORED BY: _____
PROPOSED BY: _____ Planning
INTRODUCTION DATE: _____

RESOLUTION # _____

**AFFIRMING THE PDR OVERSIGHT COMMITTEE RANKING AND AUTHORIZING
WHATCOM COUNTY PURCHASE OF DEVELOPMENT RIGHTS PROGRAM
ADMINISTRATOR AND WHATCOM COUNTY EXECUTIVE TO PROCEED WITH
THE ACQUISITION OF CONSERVATION EASEMENTS ON THE LAKELAND
FOUNDATION, JONES-BISHOP, MARTIN, VANDERWERFF, KIERA-DUFFY
FORESTRY, AND KIERA-DUFFY ECOLOGICAL APPLICATIONS**

WHEREAS, Whatcom County government recognizes agriculture and forestry as major contributors to the local economy and a high quality of life for Whatcom County citizens; and

WHEREAS, The Growth Management Act and the County Comprehensive Plan support the retention of agricultural and forestry lands of long term commercial significance and encourage the use of innovative techniques to do so; and

WHEREAS, Ordinance #92-002 enacted a property tax levy known as the Conservation Futures Tax as authorized by RCW 84.34.230 to provide a funding source to assist in acquiring “open space land, farm and agricultural land, and timber land, and a significant Conservation Futures fund balance is available for additional farm land protection efforts”; and

WHEREAS, Ordinance #2002-054 adopted Whatcom County Code Title 3.25A that authorized the creation of a Purchase of Development Rights (PDR) program that offers voluntary farm agreements that include the purchase of agricultural conservation easements on farmable land within Whatcom County; and

WHEREAS, Ordinance #2002-054 and WCC 3.25A established a Purchase of Development Rights Oversight Committee to provide review and assistance to the PDR Program Administrator; and

WHEREAS, The Whatcom County Council adopted the PDR Guidelines Document through Resolution #2002-040 which includes specific direction for program administration and conservation easement acquisitions; and

WHEREAS, Ordinance #2018-065 amended Whatcom County Code Title 3.25A to direct the PDR Program to also offer voluntary agreements to purchase forestry and ecological conservations easements on working forestlands and important ecosystem areas within Whatcom County; and

WHEREAS, Council, pursuant to PDR Guidelines Document, must affirm or modify the properties as submitted by the PDR Oversight Committee; and

WHEREAS, Council has reviewed the application ranking and background materials at a public meeting, with input by County staff and PDR Oversight Committee members; and

WHEREAS, Council has determined the ranking in accordance with their policy priorities and the requirements of Title 3.25A and the PDR Guidelines Document; and

WHEREAS, The Washington State Recreation and Conservation Office has approved matching funds to support acquisition of the agricultural and forestry conservation easements on the Jones-Bishop and Kiera-Duffy Forestry projects; and

WHEREAS, The Ag Mitigation Fee established to mitigate for impacts to agricultural lands provides matching funds to support acquisition of the agricultural conservation easements on the Martin and VanderWerff projects; and

WHEREAS, The United States Department of Agriculture will review applications for the request for matching funds to support acquisition of the agricultural conservation easements on the Lakeland Foundation and Jones-Bishop projects; and

WHEREAS, The Kiera-Duffy Ecological project has agreed to a 50% bargain sale; and

WHEREAS, The Purchase of Development Oversight Rights Committee met on December 4, 2020 to develop a ranking of active applications received to date and forward that ranking to Council; and

WHEREAS, The Purchase of Development Rights Oversight Committee considered the ranked list of active applications and recommended at their December 4, 2020 meeting that County Council authorize the PDR Program Administrator and County Executive to proceed with the acquisition of conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that:

1. The PDR Oversight Committee and Administrator proceed with the acquisition of six (6) conservation easements on the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological applications pursuant to the process outlined in the PDR Guidelines Document.
2. The Executive is authorized to enter into a Purchase and Sale Agreement for the Lakeland Foundation, Jones-Bishop, Martin, VanderWerff, Kiera-Duffy Forestry, and Kiera-Duffy Ecological properties, provided:
 - a. Appraisals are completed and conservation easements are drafted which meet the requirements of the Whatcom County Purchase of Development Rights program, and
 - b. Landowners have agreed to the offer price and conservation easement conditions, and
 - c. Budget authority has been adopted by the Whatcom County Council.

3. Expenditures of Conservation Futures Funds, within budget authority, are authorized to cover expenses associated with purchase of conservation easement, including title search and insurance, appraisal services, easement monitoring and enforcement fees.

APPROVED this _____ day of _____, 2021

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

Civil Deputy Prosecutor

Rank	Applicant	Type	Acres	# of DRs	Zone	Final Score	Estimated Cost	Cost per DR	Cost per Acre	50% Match Funding	50% Match Funding
1	Lakeland Foundation	Agricultural	323	9	AG	78	\$1,300,000	\$144,444	\$4,029	Application to NRCS RCPP ACEP-ALE	Conservation Futures Fund
2	Jones (Bishop)	Agricultural	47	8	R5	65	\$260,000	\$32,500	\$5,504	RCO Farmland Award-Pending Agreement	Application to NRCS RCPP ACEP-ALE
3	Martin (Saxon Rd- WLT)	Agricultural	54	1	AG	62	\$160,000	\$160,000	\$2,988	Ag Mitigation Fee	Conservation Futures Fund
4	VanderWerff	Agricultural	20	2	R5	58	\$100,000	\$50,000	\$5,058	Ag Mitigation Fee	Application to WA RCO Farmland and to NRCS
5	Jacoby	Agricultural	100	2	AG, RF	58	\$300,000	\$150,000	\$2,999	Future ACEP-ALE Application	Conservation Futures Fund
6	VanderVeen	Agricultural	67	7	R10	57	\$182,500	\$26,071	\$2,724	Application to NRCS RCPP ACEP-ALE	Conservation Futures Fund
7	Rethlefsen	Agricultural	49	7	R5	54	\$260,000	\$37,143	\$5,321	RCO Farmland Award-Pending Agreement	Conservation Futures Fund
8	Savage	Agricultural	40	2	R10	54	\$170,000	\$85,000	\$4,250	Application to NRCS RCPP ACEP-ALE	Conservation Futures Fund
9	Squalicum Forest	Forestry	160	8	RF	46	\$700,000	\$87,500	\$4,375	RCO Forestland Award or coordination with City	Conservation Futures Fund
10	Moors	Forestry	36	7	R5	39	\$250,000	\$35,714	\$6,944	Application to WA RCO Forestland	Conservation Futures Fund
11	Kiera-Duffy 1	Forestry	56	2	RF	38	\$220,000	\$110,000	\$3,957	RCO Forestland Award	Conservation Futures Fund
12	Kiera-Duffy 2	Ecological	57	4	R10	45	\$280,000	\$70,000	\$4,912	50% Bargain Sale	Conservation Futures Fund
13	Newell	Ecological	20	3	R5	55	\$100,000	\$33,333	\$4,950	To be determined	Conservation Futures Fund
14	Taylor	Ecological	15	1	R5	54	\$100,000	\$100,000	\$6,667	To be determined	Conservation Futures Fund
15	Harman	Ecological	40	7	R5	48	\$250,000	\$35,714	\$6,194	To be determined	Conservation Futures Fund

Request to Purchase

2021 Purchase of Development Rights (PDR) Program Update

Whatcom County Council
Natural Resources Committee
January 26, 2021

Presentation Agenda

10

- ▶ PDR Program Overview
- ▶ PDR Program Acquisition Summary
- ▶ Review PDR Program Current Ranked List of Applications
- ▶ Review Proposed Resolution to:
 - Confirm ranking
 - Proceed with acquisition of six easements

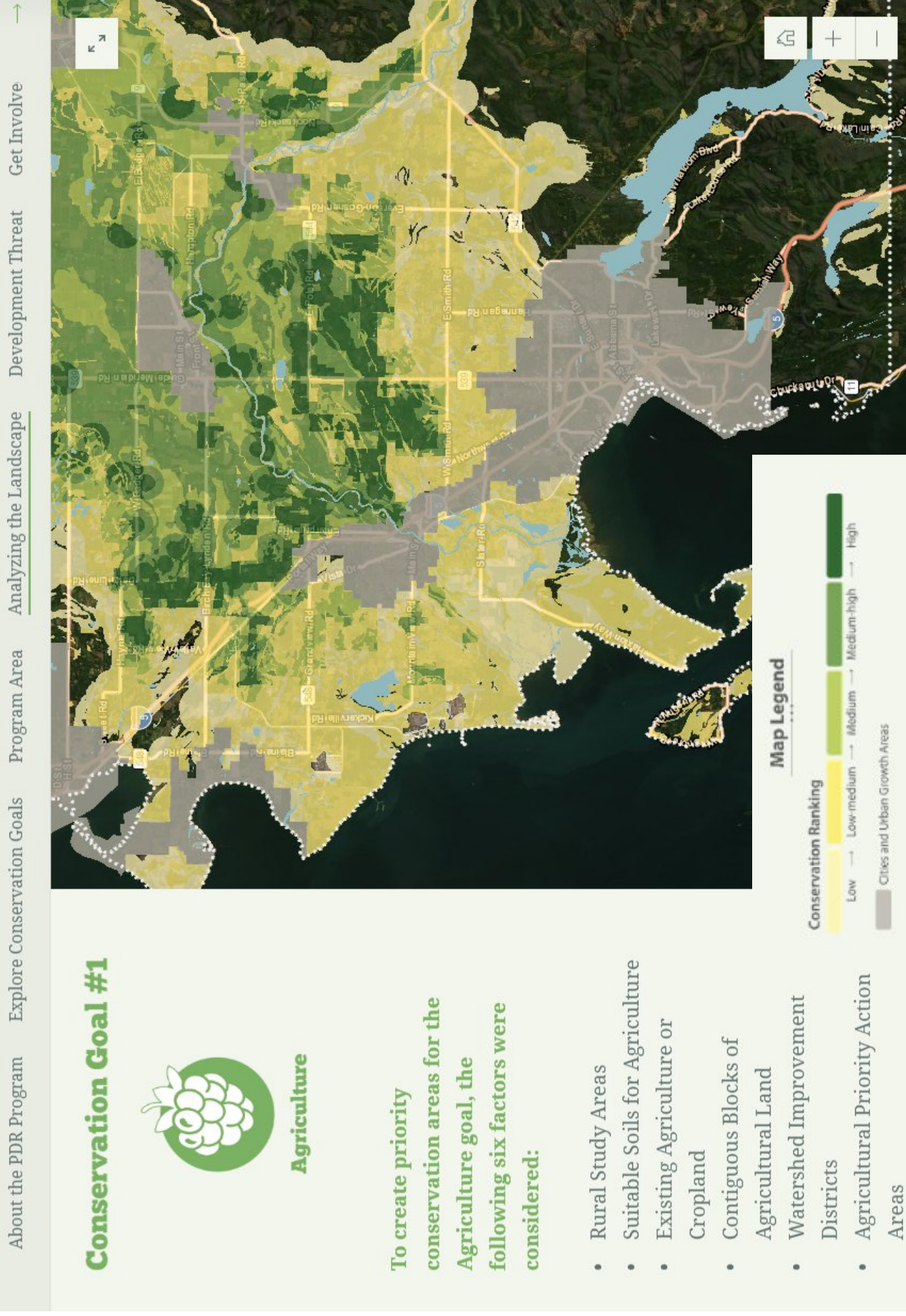
PDR Program Overview

- ▶ PDR Program Formed in 2002
- ▶ PDR Program Expanded in 2018
 - Primary: Farmland Preservation
 - Secondary: Working Forestland and Important Ecological Areas
- ▶ New Branding in 2019
 - Identified Six Conservation Goals

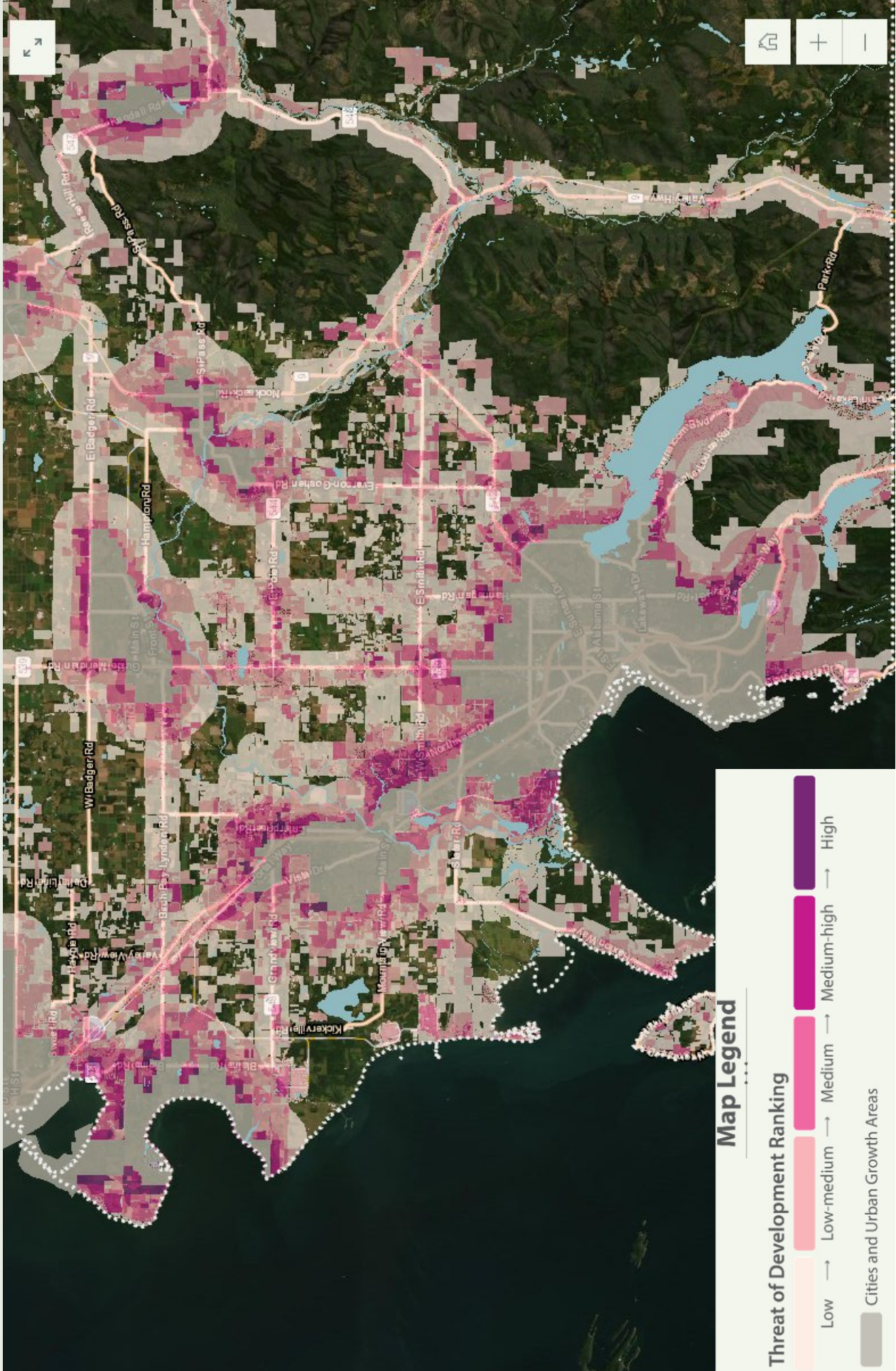


Landscape Analysis and Story Map

12



Landscape Analysis and Story Map



¹⁴PDR Program Recent Acquisitions

- ▶ Roper Agricultural Conservation Easement
 - Removed 4 DR, Protects 26 Acres
- ▶ McLeod Agricultural Conservation Easement
 - Removed 6 DR, Protects 17 Acres
- ▶ TeVelde Agricultural Conservation Easement
 - Removed 1 DR, Protects 20 Acres
- ▶ Brar Agricultural Conservation Easement
 - Removed 10 DR, Protects 64 Acres

PDR Program Pending Acquisition

- ▶ Hirschhorn Agricultural Conservation Easement
 - Remove 1 DR, Protect 14 Acres
 - Easement Cost: \$85,000
 - Match Funding: Whatcom Community Foundation

PDR Program Summary

16

30
Conservation
Easements

179
Development
Rights Removed

1,500
Acres
Protected

52.8%
Easement Cost
Covered by Grants

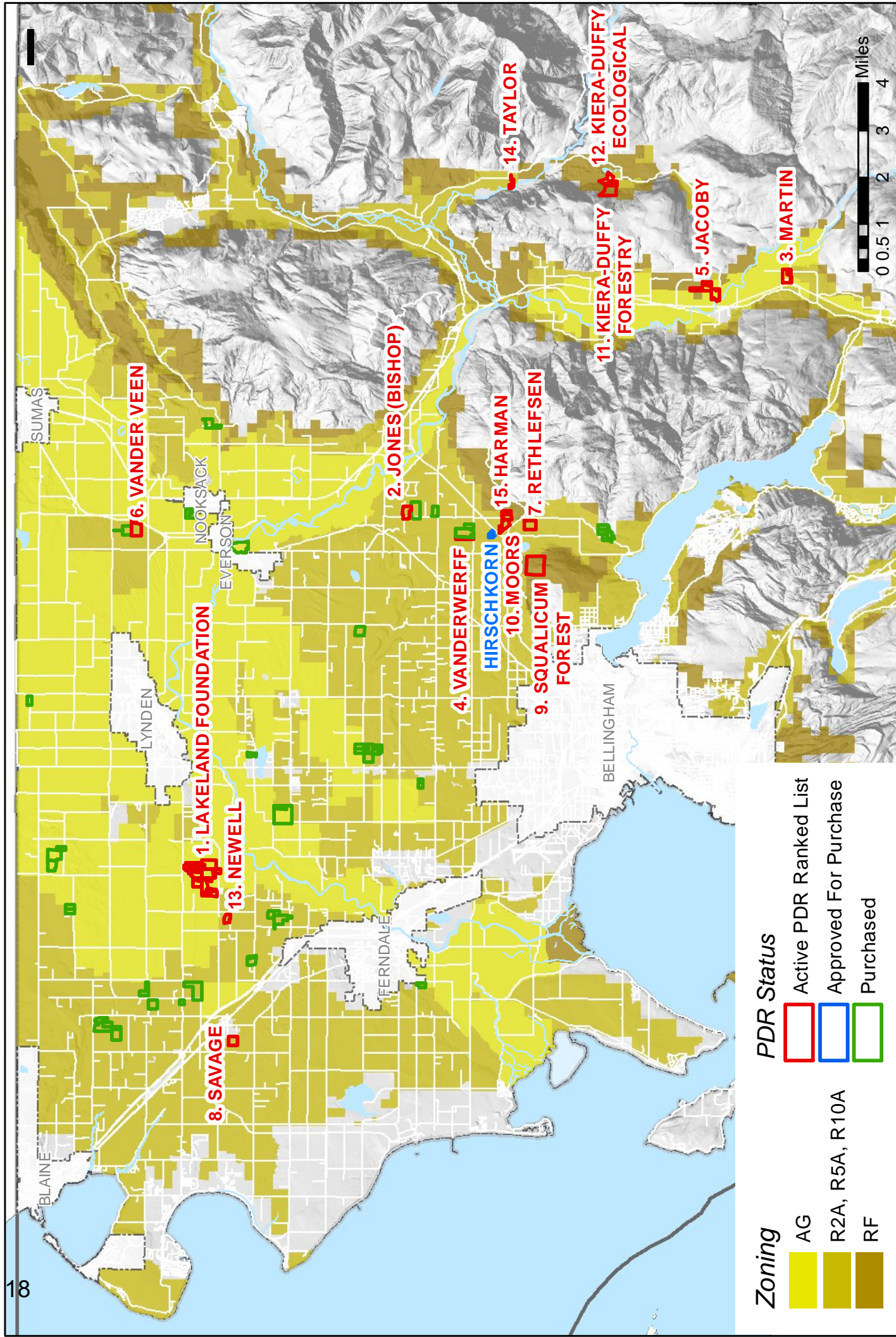
Active PDR Project List- January 2021

Rank	Applicant	Type	Acres	# of DRs	Zone	Final Score	Estimated Cost	Cost per DR	Cost per Acre	50% Match Funding	50% Match Funding
1	Lakeland Foundation	Agricultural	323	9	AG	78	\$1,300,000	\$144,444	\$4,029	Application to NRCS RCPP ACEP-ALE	Conservation Futures Fund
2	Jones (Bishop)	Agricultural	47	8	R5	65	\$260,000	\$32,500	\$5,504	RCO Farmland Award-Pending Agreement	Application to NRCS RCPP ACEP-ALE
3	Martin (Saxon Rd- WLT)	Agricultural	54	1	AG	62	\$160,000	\$160,000	\$2,988	Ag Mitigation Fee	Conservation Futures Fund
4	VanderWerff	Agricultural	20	2	R5	58	\$100,000	\$50,000	\$5,058	Ag Mitigation Fee	Application to WA RCO Farmland and to NRCS RCPP ACEP-ALE
5	Jacoby	Agricultural	100	2	AG, RF	58	\$300,000	\$150,000	\$2,999	Future ACEP-ALE Application	Conservation Futures Fund
6	VanderVeen	Agricultural	67	7	R10	57	\$182,500	\$26,071	\$2,724	Application to NRCS RCPP ACEP-ALE	Conservation Futures Fund
7	Rethlefsen	Agricultural	49	7	R5	54	\$260,000	\$37,143	\$5,321	RCO Farmland Award-Pending Agreement	Conservation Futures Fund
8	Savage	Agricultural	40	2	R10	54	\$170,000	\$85,000	\$4,250	Application to NRCS RCPP ACEP-ALE	Conservation Futures Fund
9	Squalicum Forest	Forestry	160	8	RF	46	\$700,000	\$87,500	\$4,375	RCO Forestland Award or coordination with City of Bellingham	Conservation Futures Fund
10	Moors	Forestry	36	7	R5	39	\$250,000	\$35,714	\$6,944	Application to WA RCO Forestland	Conservation Futures Fund
11	Kiera-Duffy 1	Forestry	56	2	RF	38	\$220,000	\$110,000	\$3,957	RCO Forestland Award	Conservation Futures Fund
12	Kiera-Duffy 2	Ecological	57	4	R10	45	\$280,000	\$70,000	\$4,912	50% Bargain Sale	Conservation Futures Fund
13	Newell	Ecological	20	3	R5	55	\$100,000	\$33,333	\$4,950	To be determined	Conservation Futures Fund
14	Taylor	Ecological	15	1	R5	54	\$100,000	\$100,000	\$6,667	To be determined	Conservation Futures Fund
15	Harman	Ecological	40	7	R5	48	\$250,000	\$35,714	\$6,194	To be determined	Conservation Futures Fund

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Request to Purchase

Active PDR Project Map- January 2021

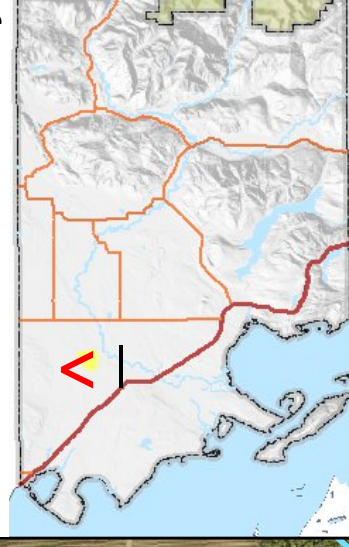


Lakeland Foundation

Agricultural Conservation Easement

Rank	Score	Acreage	DR
1	78	323	9
Zone	Location		
AG	Birch Bay Lynden Rd/ Bertrand Creek		
Soils		Water	
100% Prime		Certificate	
Type of Farm		Supports	
Raspberry/ Blueberry		Enfield Farms and Curt Maberry	
Easement Cost		Application Date	
\$1,300,000		2019	
Match Funding		Status	
Application to USDA		Need Grant Funding Secured	

Location in Whatcom County



BIRCH BAY LYNDEN

Bertrand Creek

2,000

4,000 Feet

0

WILLEYS LAKE

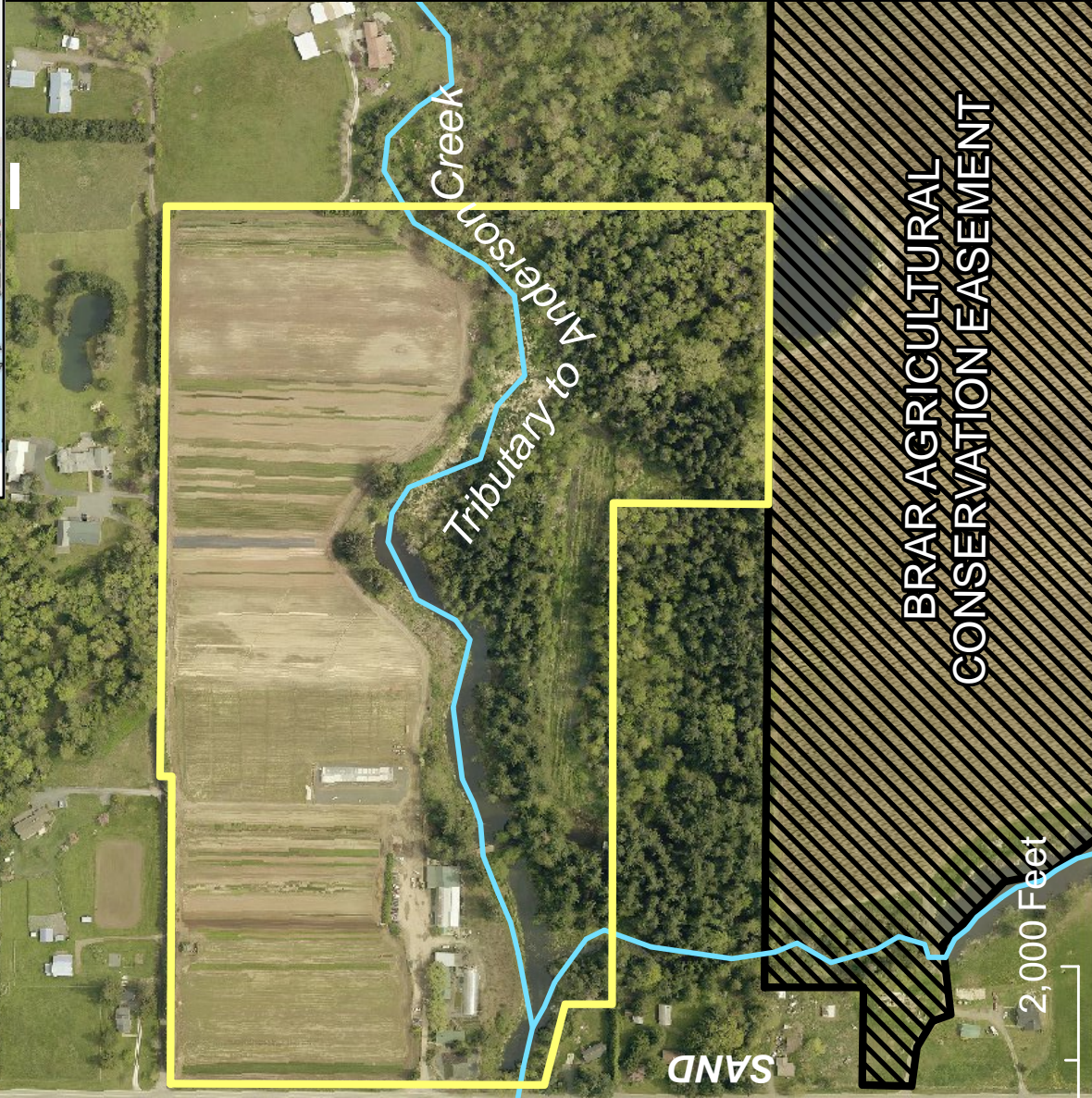
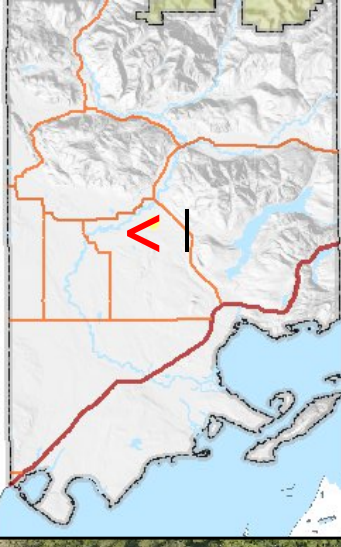
ENTERPRISE

Jones, Todd & Allison (Bishop)

Agricultural Conservation Easement

Rank	Score	Acreage	DR
2	65	47	8
Zone	Location		
R5A	Sand Rd		
Soils		Water	
100% Prime		Certificate	
Type of Farm		Supports	
Native Plants		Fourth Corner Nurseries	
Easement Cost		Application Date	
\$260,000		2019	
Match Funding		Status	
RCO Funding Pending Agreement/ Application to USDA		Secure Funding/ Need Appraisal	

Location in Whatcom County

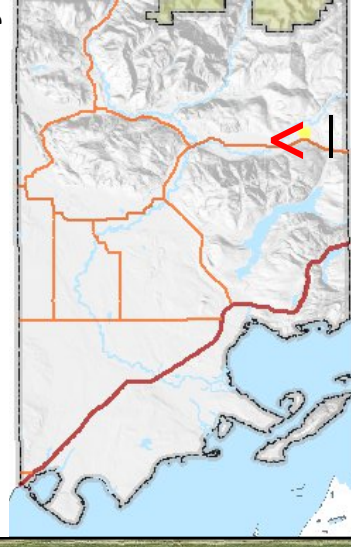


Martin, Anna & Geoff

Agricultural Conservation Easement

Rank	Score	Acreage	DR
3	62	54	1
Zone	Location		
AG	Saxon Rd/ Samish River		
Soils		Water	
100% Prime		None	
Type of Farm		Supports	
Planned Livestock/Perennial Crops	Family Farm		
Easement Cost		Application Date	
\$160,000		2018	
Match Funding		Status	
Ag Mitigation Fund Secured	Need Council Approval		

Location in Whatcom County



Samish River
MALENG

LAY

SAXON

1,000

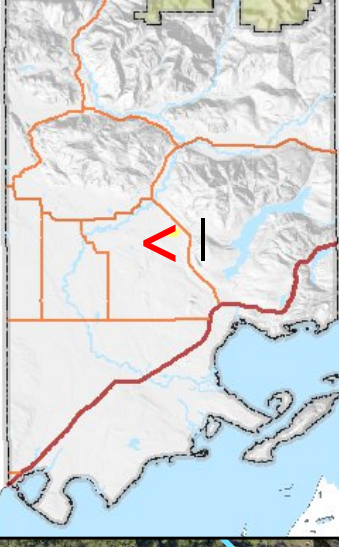
2,000 Feet

VanderWerff, Greg & Heidi

Agricultural Conservation Easement

Rank	Score	Acreage	DR
4	58	20	2
Zone	Location		
R5A	Kelly Rd/ Anderson Creek		
Soils	Water		
100% Prime	None		
Type of Farm	Supports		
Cattle/Hay	Family Farm		
Easement Cost	Application Date		
\$100,000	2016		
Match Funding	Status		
Ag Mitigation Fund Secured/ Application to RCO	Need Appraisal/ Council Approval		

Location in Whatcom County



Anderson Creek

CARBEE
AGRICULTURAL
CONSERVATION
EASEMENT

GRUBBS
AGRICULTURAL
CONSERVATION
EASEMENT

2,000 Feet

1,000

0

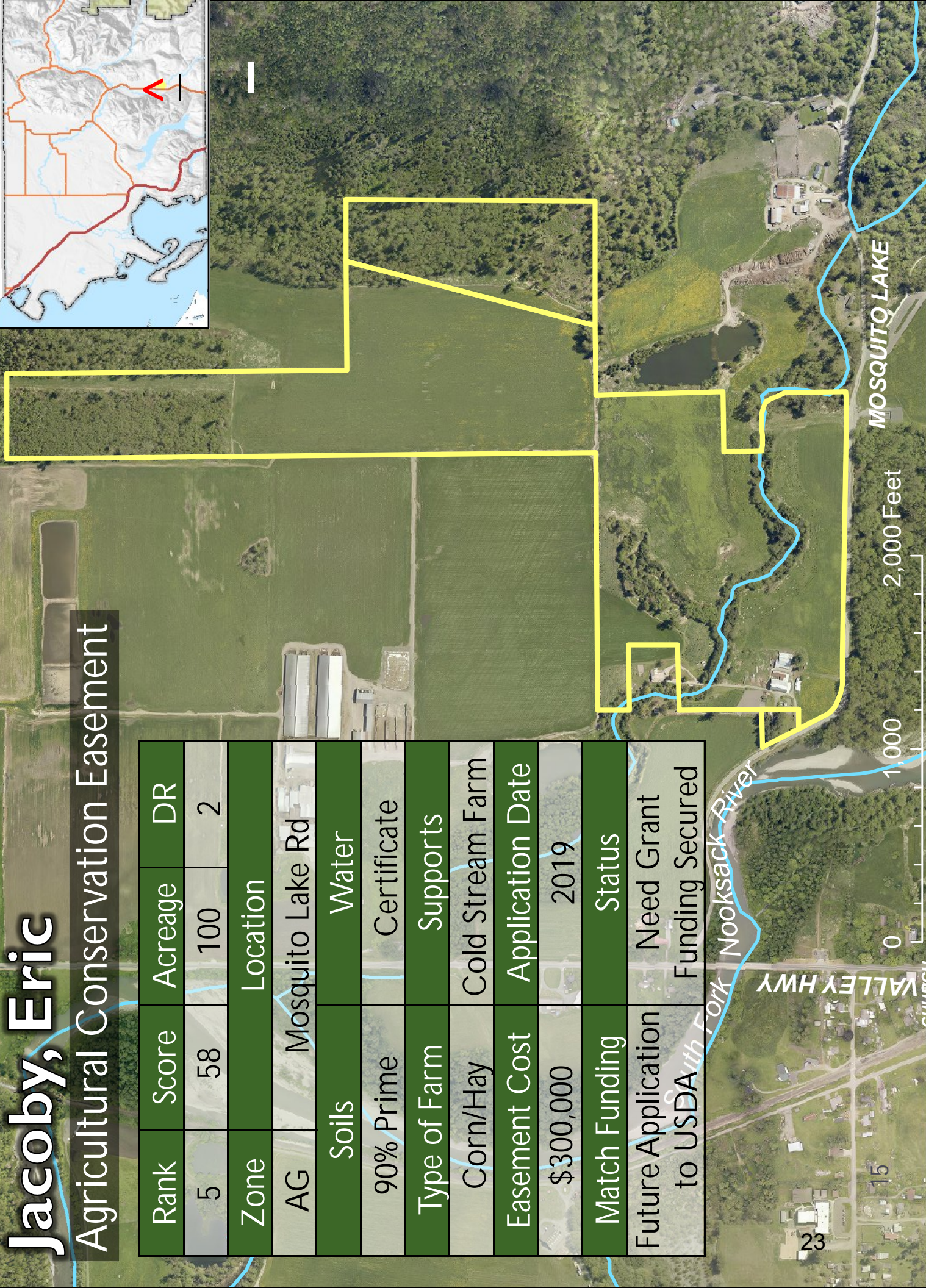
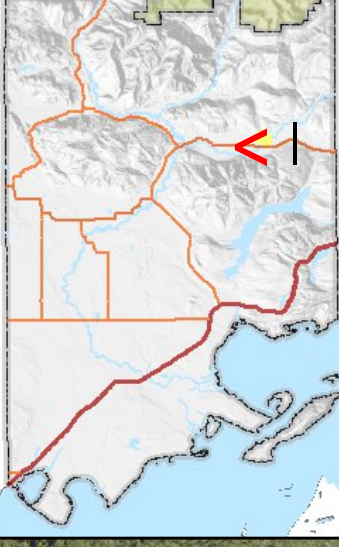
KELLY

Jacoby, Eric

Agricultural Conservation Easement

Rank	Score	Acreage	DR
5	58	100	2
Zone	Location		
AG	Mosquito Lake Rd		
Soils	Water		
90% Prime	Certificate		
Type of Farm	Supports		
Corn/Hay	Cold Stream Farm		
Easement Cost	Application Date		
\$300,000	2019		
Match Funding	Status		
Future Application to USDA	Need Grant Funding Secured		

Location in Whatcom County



Vander Veen, John

Agricultural Conservation Easement

Rank	Score	Acreage	DR
6	57	67	7
Zone	Location		
R10A/ AG	Lindsay Rd/ Johnson Creek		
Soils	Water		
100% Prime	None		
Type of Farm	Supports		
Beef/ Dairy	Family Dairy		
Easement Cost	Application Date		
\$182,000	2020 Rev.		
Match Funding	Status		
Application to USDA	Need Grant Funding Secured		

SIDHU AGRICULTURAL
CONSERVATION EASEMENT



Johnson Creek

VAN BUREN



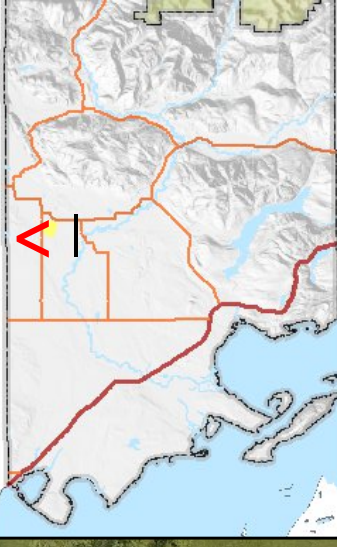
LINDSAY

2,000 Feet

1,000

0

Location in Whatcom County



Rethlefsen, Darlene

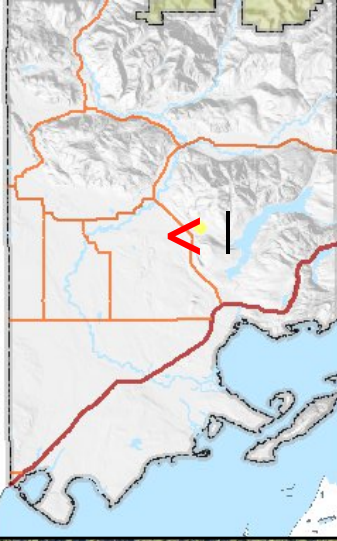
Agricultural Conservation Easement

Anderson Creek

Y Rd

Rank	Score	Acreage	DR
7	54	49	7
Zone	Location		
R5A	Y Rd		
Soils		Water	
100% Prime		Claim	
Type of Farm		Supports	
Sheep/ Hay		Lydia's Flock	
Easement Cost		Application Date	
\$260,000		2019	
Match Funding		Status	
RCO Funding Pending Agreement		Secure Funding/ Need Appraisal	

Location in Whatcom County



1,000

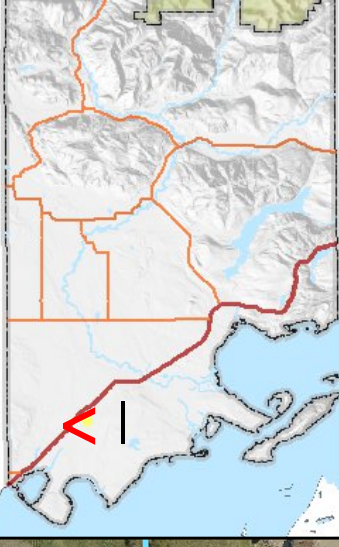
2,000 Feet

Savage, Michele

Agricultural Conservation Easement

26

Location in Whatcom County

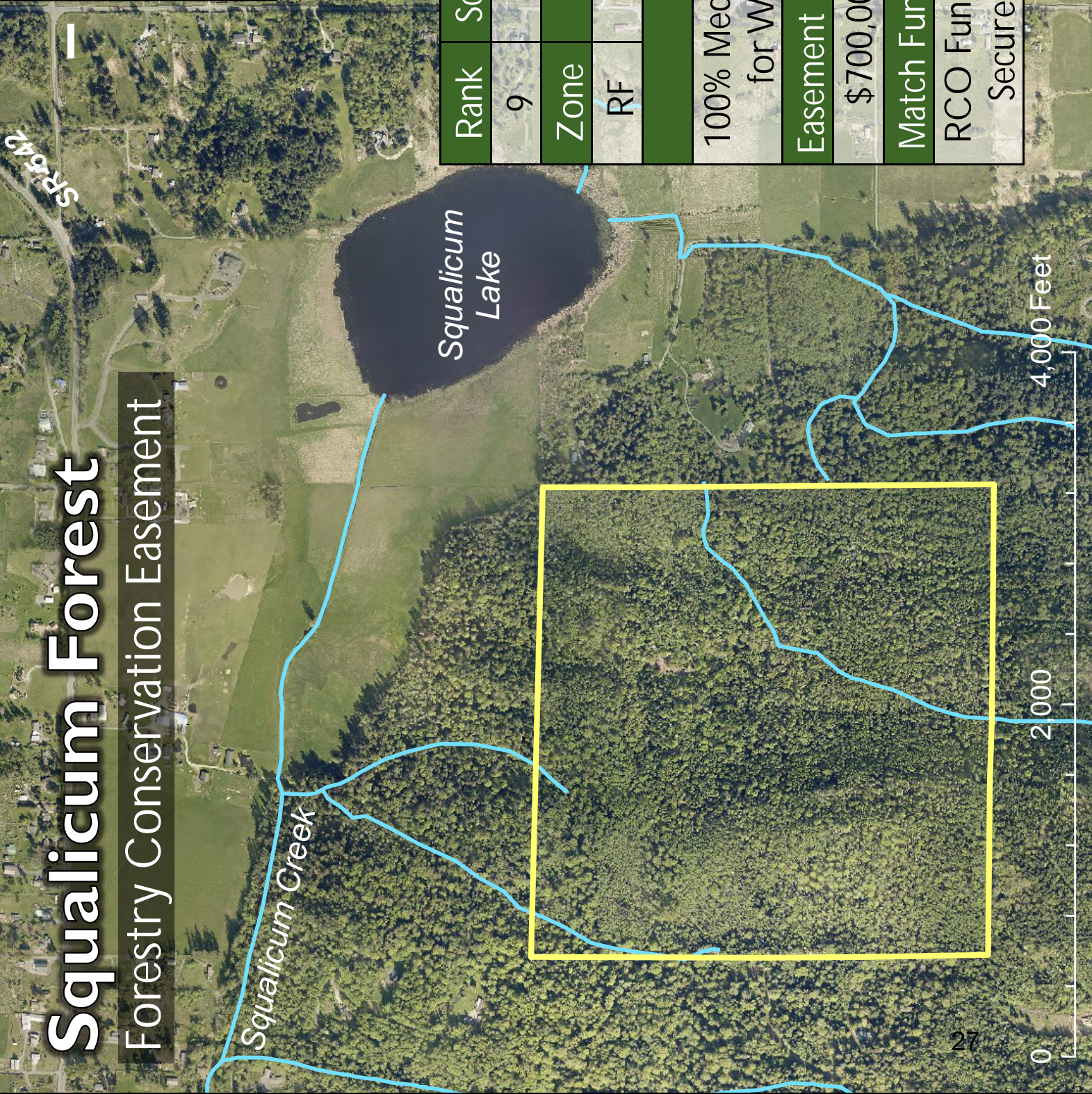
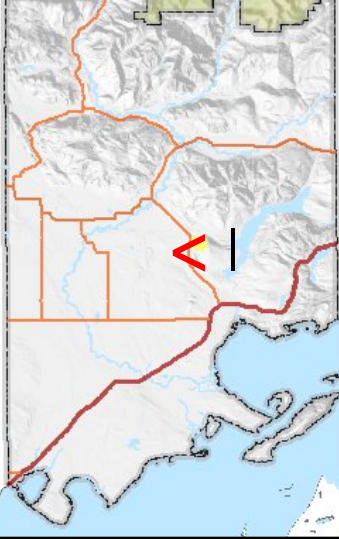


Rank	Score	Acreage	DR
8	54	40	2
Zone			
R10A	Custer/ California Creek		
Soils		Water	
100% Prime	Claim		
Type of Farm		Supports	
Sheep/Goats	Family Farm		
Easement Cost		Application Date	
\$170,000	2020		
Match Funding		Status	
Application to USDA	Need Grant Funding Secured		

Squalicum Forest

Forestry Conservation Easement

Location in Whatcom County



Rank	Score	Acreage	DR
9	46	160	8
Zone	Location		
RF	Squalicum Lake		
Soils			
100% Medium to High Suitability for Working Forestland			
Easement Cost	Application Date		
\$700,000	2017		
Match Funding	Status		
RCO Funding Secured	Need Appraisal/ Council Approval		

Moors, Bonnie

Forestry Conservation Easement

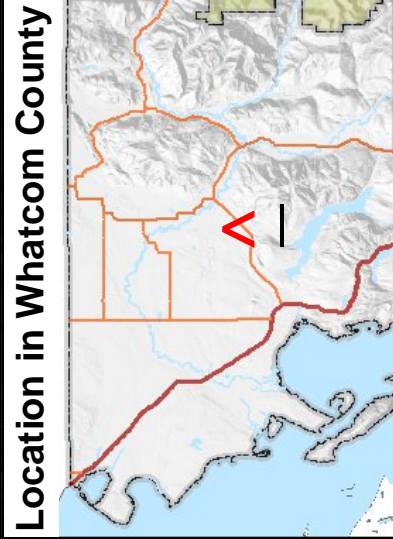
POTENTIAL
HIRSCHKORN
EASEMENT

SR-542

SAND

Anderson Creek

POTENTIAL
HARMAN
EASEMENT



Location in Whatcom County

Rank	Score	Acreage	DR
10	39	36	7
Zone	Location		
R5A	Sand Rd/ Anderson Creek		
Soils			
80% Medium to High Suitability for Working Forestland			
Easement Cost	Application Date		
\$250,000	2019		
Match Funding	Status		
Application to RCO	Need Funding	Secured	

Kiera, Eileen & Duffy, Jack —

Forestry Conservation Easement

Mosquito Lake

Jorgenson Lake

POTENTIAL
ECOLOGICAL
EASEMENT

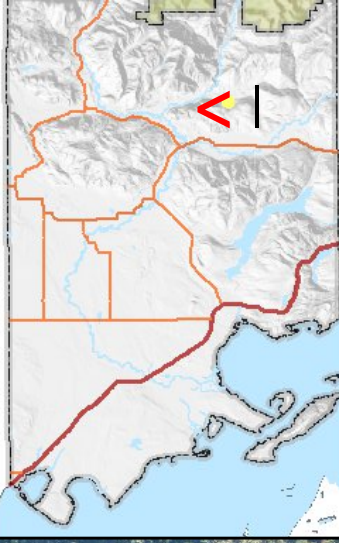
2,000 Feet

1,000

0

MOSQUITO LK RD

Location in Whatcom County



Rank	Score	Acreage	DR
11	38	56	2
Zone	Location		
RF	Mosquito Lake Rd		
Soils			
99% Medium to High Suitability for Working Forestland			
Easement Cost	Application Date		
\$220,000	2017		
Match Funding	Status		
RCO Funding Secured	Need Appraisal/ Council Approval		

Kiera, Eileen & Duffy, Jack —

Ecological Conservation Easement

Mosquito Lake

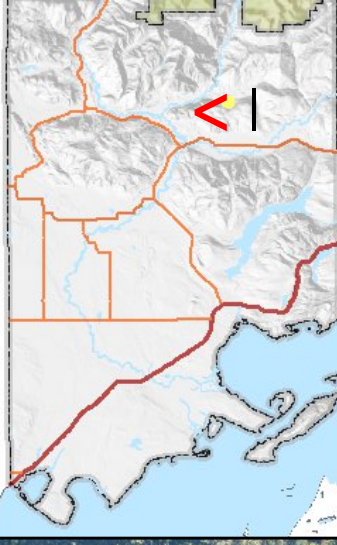
Jorgenson Lake

POTENTIAL
FORESTRY
EASEMENT

0 1,000 2,000 Feet

MOSQUITO LK RD

Location in Whatcom County



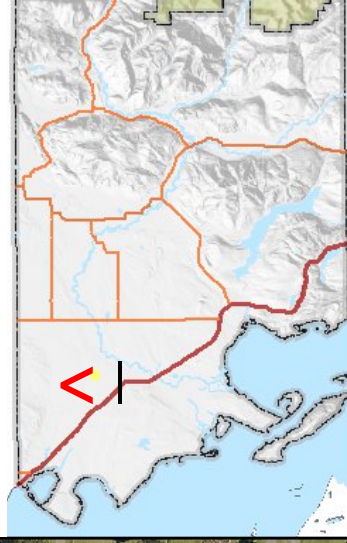
Rank	Score	Acreage	DR
12	45	57	4
Zone	Location		
R10A	Mosquito Lake Rd		
Habitat			
Jorgenson Lake			
Easement Cost	Application Date		
\$280,000	2017		
Match Funding	Status		
50% Bargain Sale	Need Appraisal/ Council Approval		

Newell, Brad

Ecological Conservation Easement

Rank	Score	Acreage	DR
13	55	20	3
Zone	Location		
R5A	Enterprise Rd		
Habitat			
Wetlands enrolled in CREP			
Easement Cost	Application Date		
\$100,000	2017		
Match Funding	Status		
To Be Determined	Need Grant Funding Secured		

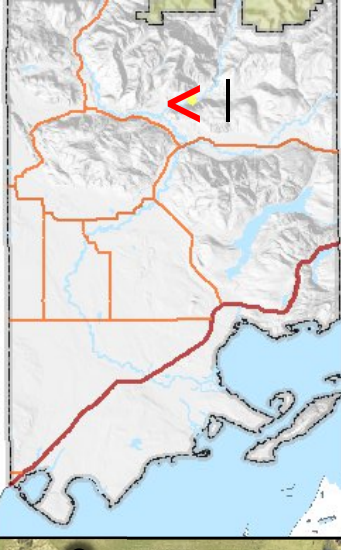
Location in Whatcom County



Taylor, Kathy & Fuller, Melvin Jr.

Ecological Conservation Easement

Location in Whatcom County



MOSQUITO LK RD

*Middle Fork
Nooksack
River*

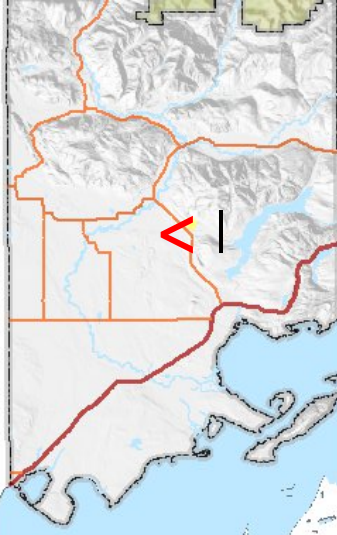
0 500 1,000 Feet

Rank	Score	Acreage	DR
14	54	15	1
Zone	Location		
R5A	Mosquito Lk Rd		
Habitat			
Nooksack River			
Easement Cost	Application Date		
\$100,000	2020		
Match Funding	Status		
To Be Determined	Need Grant Funding Secured		

Harman, Jan & Patrick

Ecological Conservation Easement

Location in Whatcom County



SAND RD

Tributary to Anderson Creek

POTENTIAL
MOORS
EASEMENT

Rank	Score	Acreage	DR
15	48	40	7
Zone	Location		
R5A	Sand Rd		
Habitat			
Anderson Creek			
Easement Cost	Application Date		
\$250,000	2020		
Match Funding	Status		
To Be Determined	Need Grant Funding Secured		

0 500 1,000 Feet

Request

34

► AB2021-029

- Affirm PDR Oversight Committee Ranking
- Proceed with Acquisition of a Conservation Easement On:
 - 1. Lakeland Foundation \$1,300,000
 - 2. Jones (Bishop) \$260,000
 - 3. Martin \$160,000
 - 4. VanderWerff \$100,000
 - 5. Kiera-Duffy Forestry \$220,000
 - 6. Kiera-Duffy Ecosystem \$280,000

Potential 2022
Acquisitions
(Pending Grant)

Potential 2021
Acquisitions

Total	\$2,320,000
Total After Grant Reimbursement	\$1,160,000

CFF Balance as of 12/31/2020 \$4,519,794

Preliminary CFF Levy in 2021 \$1,165,807

Thank you!



Whatcom County **Purchase of Development** **Rights Program**



Purchase of Development Rights Oversight Committee

Chair: Burr Neely

Vice-Chair: Jagjivan Brar

Committee Members: Sean D'Agnolo, Jen Glyzinski, Heather MacKay-Brown, Paul Schissler

PDR Program Administrator: Becky Snijder van Wissenkerke



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-064

File ID:	AB2021-064	Version:	1	Status:	Agenda Ready
File Created:	01/13/2021	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of the Summary of Observed Trends and Projected Climate Impacts, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of the Summary of Observed Trends and Projected Climate Change Impacts that was prepared in coordination with the Whatcom County Climate Impact Advisory Committee to support climate action planning efforts in Whatcom County and supports the completion of an update to the Climate Action Plan

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Summary

**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

MEMORANDUM

TO: The Honorable Members of the Whatcom County Council
The Honorable Whatcom County Executive Satpal Sidhu

THROUGH: Jon Hutchings, Public Works Director *JH*
Gary S. Stoyka, Natural Resources Manager *GSS*

FROM: Chris Elder, Senior Watershed Management Planner

RE: 2020 Climate Science Summary

DATE: January 11, 2021

Requested Action

Public Works respectfully requests that the Whatcom County Council and County Executive receive and review the attached Summary of Observed Trends and Projected Climate Change Impacts as prepared by the consultant, Cascadia Consulting Group, in coordination with the Whatcom County Climate Impact Advisory Committee.

Background and Purpose

The Climate Impact Advisory Committee was created by Ordinance 2017-080 with the purpose of providing review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. One of the key functions of the committee is to support update of the County's Climate Action Plan.

Council authorized \$50,000 in funds to support climate action planning efforts in 2019/2020 and the County contracted with Cascadia Consulting Group to develop a summary of observed trends and projected climate change impacts, in addition to other climate related planning documents. Therefore, in preparation for an update to the Climate Action Plan and in support of other identified committee functions, the Climate Impact Advisory Committee will present the Summary of Observed Trends and Projected Climate Change Impacts, also referred to as the Climate Science Summary.

The Climate Science Summary was developed based on international, national, regional, and local scientific data sources and is intended to represent the best science available at the time of publication. Climate science and the projected climate impacts are constantly evolving and will therefore need to be updated accordingly. This 2020 summary of climate trends and projected impacts will help inform climate action planning efforts in Whatcom County. The Climate Impact Advisory committee and staff look forward to discussing this work product with you and engaging Council on climate action planning efforts in Whatcom County.

Please contact Chris Elder at extension 6225, if you have any questions.



Summary of Observed Trends and Projected Climate Change Impacts

JANUARY 2020

INTRODUCTION

This document provides an overview of observed and projected climate changes relevant to Whatcom County. This overview is intended to provide the County with a foundation to understand and plan for anticipated climate impacts to assets, operations, and community services. The document focuses on the main *drivers* of climate change impacts, including changes in temperature, precipitation, hydrology, and sea level rise, as well as selected resulting impacts of wildfire and air quality. Additional secondary impacts are considered in the separate vulnerability assessments specific to identified focus areas.

This document provides the latest available climate science information from academic literature, research organizations, and institutions. Key sources of information consulted for this summary include the following:

SCALE	RESOURCE
NATIONAL	<ul style="list-style-type: none">• <i>Fifth National Climate Assessment Synthesis Report</i>, Intergovernmental Panel on Climate Change, 2014.
WASHINGTON STATE	<ul style="list-style-type: none">• <i>Projected Sea Level Rise for Washington State</i>, prepared by Washington Sea Grant, CIG, University of Oregon, University of Washington, and U.S. Geological Survey, 2018.• <i>Implications of 21st Century Climate Change for the Hydrology of Washington State</i>, by Elsner <i>et al.</i>, 2010.
PUGET SOUND	<ul style="list-style-type: none">• <i>State of Knowledge: Climate Change in Puget Sound</i>, prepared by University of Washington Climate Impacts Group (CIG), 2015 (referenced in this document as SOK).• <i>Modeling the Effects of Forecasted Climate Change and Glacier Recession on Late Summer Streamflow in the Upper Nooksack River Basin</i>, by Murphy, 2016.• <i>Modeling the Effects of Climate Change on Stream Temperature in the Nooksack River Basin</i>, by Truitt, 2018.
WHATCOM COUNTY	<ul style="list-style-type: none">• <i>Nooksack Indian Tribe Natural Resources Climate Change Vulnerability Assessment</i>, Morgan and Krosby, CIG, 2017.• <i>South Fork Nooksack River Watershed Conservation Plan</i>, Nooksack Indian Tribe Natural Resources Department, 2017.• <i>Community Research Project</i>, Whatcom County Climate Impact Advisory Committee, 2019.



CLIMATE TRENDS AND PROJECTED IMPACTS

This document begins with an executive summary of key findings about future conditions. Following the summary is a brief overview of the science, methods, and geographic scales of climate change projections and their application to decision-making. The document then presents the observed trends and projected changes in climate for temperature, precipitation, hydrology, sea level rise and storm surge, wildfire, and air quality. In each of these sections, key findings are shown in blue boxes, followed by more detailed and technical information.



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EXECUTIVE SUMMARY

Temperature



- By the 2050s, the average year in Washington will likely be warmer than the hottest year of the 1900s, based on a business-as-usual emissions scenario (RCP 8.5), which is the highest emissions scenario typically used in climate change projections.
- By the 2050s, average annual temperatures in Puget Sound are projected to increase by 4.2 °F to 5.5 °F under low- and high-emissions scenarios, respectively, compared to the 1970-1999 average of 46.5 °F. By 2100, they are projected to be 5.5 °F to 9.1 °F warmer under low- and high-emissions scenarios, respectively.
- By 2080 under a high-emissions scenario, Bellingham's climate is projected to feel like Seattle's climate today, which is typically warmer and drier than Bellingham historically has experienced.
- By the 2050s, under a low-emissions scenario, projections indicate at least 1 to 2 days per year in Whatcom County and at least 2 to 3 days per year in Bellingham specifically when the heat index is above 90 °F, compared to zero days historically (1971-2000). By 2100, under a high-emissions scenario, those numbers are projected to rise to as many as 11 days per year in Whatcom County and 20 days in Bellingham.

Precipitation



- Average annual precipitation in Puget Sound is projected to increase by 4% to 5% by the 2050s under low- and high-emissions scenarios, respectively, and another 2% by the 2080s under both emissions scenarios (relative to the 1970-1999 average).
- Wetter conditions are anticipated in spring, fall, and winter, while summer will likely continue to get drier and warmer in Puget Sound. By the 2050s, summer precipitation is projected to decrease by 50% under a high-emissions scenario.
- Under a high-emissions scenario, heavy precipitation events west of the Cascades are projected to increase in intensity by 22% by the 2080s—meaning they will have 22% more rain. Meanwhile, those rain events will become more frequent, occurring five more days per year by the 2080s.

Hydrology



- Mountains draining into Puget Sound are projected to have 29% less snowpack by the 2040s.
 - The Nooksack River basin is anticipated to transition from being a mixed snow and rain-dominant system to a rain-dominant system in the future. By the 2080s, peak streamflow in the Nooksack River is projected to shift approximately 27 days earlier in the year, under a moderate-emissions scenario (compared to the 1970-1999 average).
- Flooding in the Nooksack River is expected to become more intense and frequent. Under a moderate emissions scenario, streamflow in the Nooksack River during a 100-year flood event (1% probability) is projected to increase by 27% by the 2080s.
- Under a moderate emissions scenario, summer minimum streamflow in the Nooksack River is projected to decrease by 27% by the 2080s relative to the 1970-1999 average, and summertime stream temperatures are projected to increase, reaching levels that exceed the thermal tolerance of most fish species.



CLIMATE TRENDS AND PROJECTED IMPACTS

Sea Level Rise and Storm Surge



- By 2100, relative sea level rise in the Bellingham area is projected to be between 1.5 (likely range of 0.9-2.1 feet) and 1.9 feet (likely range of 1.3-2.7 feet) with a 50% likelihood of exceeding those values under low- and high-emissions scenarios, respectively.
- Puget Sound coastlines, including Whatcom County, are expected to experience increased storm surge and high tide flooding due to sea level rise.

Wildfire



- By the 2050s, Western Washington is projected to have 12 more days annually with very high fire danger compared to the 1971-2000 average.
- By 2100, the period of time between wildfires in the North Cascade ecoregion will shorten by a factor of 2.2 to 2.5 under low- and high-emissions scenarios, respectively [39].
- The median area burned annually from wildfire across the Northwest is projected to increase by 0.6 million hectares by the 2080s compared to 1980-2006 [40].



Air Quality

- In the future, Whatcom County's air quality is likely to decline during periods of increased wildfire activity in the Pacific Northwest, especially during the summer and early fall.
- Warmer temperatures and increases in ozone pollution may reduce Whatcom County's air quality.



CLIMATE CHANGE OVERVIEW

- **Climate projections are based on possible scenarios for how global population may generate greenhouse gas emissions in the future.** These scenarios are called Representative Concentration Pathways.
- **Recent observed GHG emissions have aligned more closely with the higher-emissions scenarios,** though all scenarios are possible.

Understanding how human-caused emissions of greenhouse gases (GHG) are likely to affect our global climate requires the use of complex climate models. These models consider many factors that influence global GHG emissions, such as technology advancements, population growth, economic development, energy generation methodologies, and land use approaches. To remain consistent and comparable from study to study, researchers use a standard set of modeled greenhouse gas emissions trajectories, or scenarios, when determining the possible climate impacts of emissions.

The International Panel on Climate Change (IPCC) has published three different iterations of these climate change scenarios as our scientific understanding and computing capabilities have progressed. The newest set of scenarios, developed in 2013, consists of four commonly used Representative Concentration Pathways (RCPs): RCP 8.5, RCP 6.0, RCP 4.5, and RCP 2.6 (see Table 1 and Figure 1). These RCPs replace the second generation of projections known as the Special Report on Emissions Scenarios (SRES).

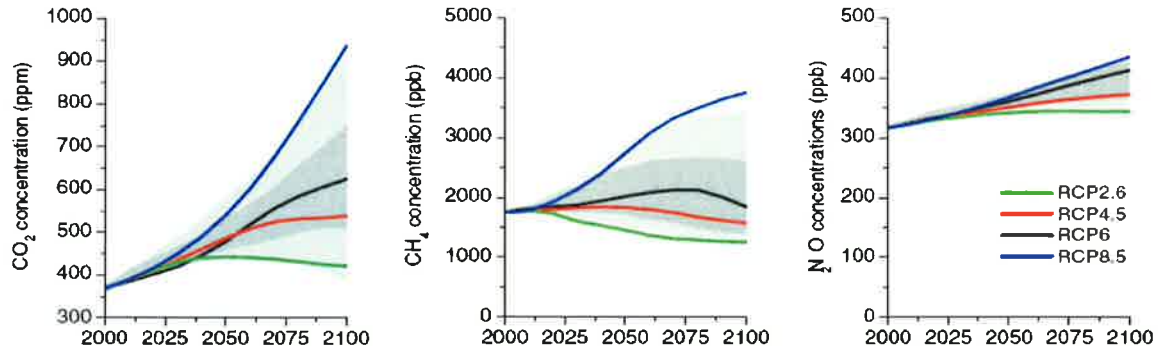
Table 1. Description of RCPs. The IPCC facilitated the development of the scenarios represented in this table. The rankings (e.g., “high,” “low”) are based on the scenario’s projection of greenhouse gas emissions levels in 2100 [1] [2] [3] [4].

RCP	Description	Comparable SRES Scenario
RCP 8.5	High greenhouse gas emissions scenario: Assumes that greenhouse gas emissions increase over time, with high population growth, lower gross domestic product (GDP), and high coal and oil consumption. By 2100, carbon dioxide concentration reaches 1,370 ppm. This scenario is the business-as-usual pathway for global emissions unless significant reductions are achieved.	Most similar to the SRES A1F1 scenario.
RCP 6.0	Moderate greenhouse gas emissions scenario: Assumes emissions stabilization shortly after 2100 through a range of GHG emissions reduction technologies and strategies. Assumes moderate population growth, low GDP, lower energy (primarily from natural gas and oil), and moderate oil consumption. By 2100, carbon dioxide concentration reaches 850 ppm.	Most similar to the SRES A1B and B2 scenarios.
RCP 4.5	Low greenhouse gas emissions scenario: Assumes emissions stabilization at a target level of emissions shortly after 2100. Assumes low population growth, moderate GDP, lower energy (primarily from bio-energy, natural gas, coal, and oil), and moderate oil consumption. By 2100, carbon dioxide concentration reaches 650 ppm.	Most similar to the SRES B1 scenario.
RCP 2.6	Very low greenhouse gas emissions scenario: Assumes greenhouse gas emissions peak and then decline significantly over time, with low population growth, high GDP, and lower energy (primarily from coal and bio-energy) and oil consumption. By 2100, carbon dioxide concentration reaches 490 ppm.	None



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 1. Greenhouse gas concentrations by RCP and greenhouse gas type—carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O) [2].



It is difficult to verify which model most accurately matches future conditions. However, it is worth noting that **observed increases in GHG emissions over the past 15 to 20 years align most closely with those projected in the higher-emissions scenarios, such as RCPs 6.0 and 8.5** [5].

The IPCC's recent report urges cities and countries to take rapid action to keep global warming below 1.5 °C in the 21st century [6]. **The latest IPCC global climate change synthesis report indicates that RCP 2.6 is the only pathway that is likely to keep global warming below 2 °C. To achieve this goal, substantial net negative emissions are required—meaning that carbon must be removed from the atmosphere** (see Table 2) [7].

To reduce GHG emissions, it can be useful to aim for a low-emissions trajectory like RCP 2.6 when setting emissions reduction targets and planning mitigation strategies. **However, when preparing for climate change impacts and planning resilience strategies, it is important to prepare for more severe conditions projected in high-emissions scenarios that are unlikely to limit warming to 2 °C.** Given this, in this report we use RCPs 4.5 and 8.5 to provide a low and high projection of future emissions, which is aligned with common practices in national and regional climate projection reports.

Table 2. Key characteristics of the scenarios assessed in the IPCC Synthesis Report (2014). Adapted from Table 3.1 in report.

Corresponding RCPs	Likelihood of staying below a specific temperature level over the 21 st century (relative to 1850-1900)			
	1.5 °C	2 °C	3 °C	4 °C
RCP 2.6	<50%		>65%	
RCP 4.5		<50%		
RCP 6.0			>50%	
RCP 8.5				<50%



CLIMATE TRENDS AND PROJECTED IMPACTS

Geographic Scale

Global climate models used to generate projections of future climate impacts simulate changes at broad geographic scales or resolutions, with about 50 to 100 miles between one “pixel” or grid cell to the next. At this scale, the projections are not representative of local-scale patterns in weather and climate. “Downscaling” refers to taking the coarse resolution projections from global climate models and applying them to a smaller geographic scale, achieving a level of detail that is more relevant to local management and decision-making. The increased resolution from downscaling is usually about 5 to 10 miles from one grid cell to the next; this is a 10-fold increase compared to global climate models. However, climate modeling results generally become less accurate at a smaller geographic scale, especially at the sub-regional level. Downscaling is also costly. As a result, it is uncommon to have climate projections at the city or county level.

Figure 2. Puget Sound region used for many downscaled projections in this report [9].



In this report, we most often use downscaled projections for the Puget Sound region (see Figure 2) created by the University of Washington’s Climate Impacts Group (CIG). We also use some projections for Washington State or the Pacific Northwest more broadly to provide context and confirm the accuracy of downscaled projections. We use downscaled projections at the sub-regional level (Whatcom County, Bellingham, and Nooksack River) for changes in high-heat days, changes in streamflow, and sea level rise. Sub-regional downscaled projections were not available for other changes. In each section, the descriptions progress from larger to smaller geographic scales, beginning with the Pacific Northwest and the Puget Sound region and then scaling down to Whatcom County and Bellingham, where data are available.

Climate Variability and Climate Change

The climate in the Puget Sound region is complex and diverse with natural variability. Climate variability refers to the changes in climate that range over many time and space scales. Climate variability in Puget Sound is partially due to the year-to-year and decade-to-decade Pacific Ocean trends. These include the El Niño-Southern Oscillation (ENSO), also known as El Niño/La Niña, and the Pacific Decadal Oscillation (PDO) [8]. These patterns affect ocean and air temperatures, local winds, and precipitation. They affect Puget Sound by generating warmer or cooler winters compared to the long-term average, but do not strongly affect precipitation [9]. It is currently not known how ENSO may change as global warming progresses.

Seasonal weather variability in Puget Sound results from changes in the movement of moisture-saturated air that hits the Olympic and Cascade mountains. The way that circulation interacts with topography can lead to drastic climate differences between areas within the Puget Sound region.

Using Climate Projections for Adaptation Planning

Climate projections are an important tool for community and regional planning. In general, we recommend that resource managers and decisionmakers take a conservative approach to planning projects and investments by anticipating projected changes from a high-emissions scenario (RCP 8.5). This approach can reduce the risk of being underprepared for climate impacts. However, decisions to build infrastructure to



withstand more severe impacts (e.g., more extreme precipitation and flooding) involve deciding the level of risk involved and how much risk decisionmakers are willing to accept.

OBSERVED TRENDS AND PROJECTED CHANGES FOR CLIMATE DRIVERS AND IMPACTS

Temperature

Observed changes to date

- During the 20th century, the **annual average temperature in Puget Sound lowlands has warmed approximately 1.3 °F** [10].
- In Bellingham, the **annual average temperature during the 20th century increased approximately 2.8 °F** (see Table 3) [11]. **All seasons in Bellingham have experienced statistically significant warming** [11].
- **Nighttime heat events have increased in frequency in the Puget Sound region** [12].

The Puget Sound region has experienced long-term warming trends and more frequent nighttime heat events. The Puget Sound lowlands (see Figure 3) warmed approximately 1.3 °F between 1895 and 2014 [10]. In the same area, all seasons except for spring show statistically significant warming trends during this period (see Table 3). In Bellingham, the annual average temperature increased by 2.8 °F between 1895 and 2018, and there was statistically significant warming during all seasons [11].

Nighttime air temperatures are increasing at a quicker pace than daytime air temperatures in the Puget Sound region. Annual minimum temperatures, which typically occur during the night, increased by 4.7 °F between 1895 and 2018 in the Bellingham area [11]. Additionally, the region's frost-free season, also known as the growing season, increased by 30 days between 1920 and 2014 [12].

Figure 3. Puget Sound lowlands climate division, which includes the low-lying areas surrounding Puget Sound. The analysis of observed changes for the Puget Sound lowlands was based on data from the U.S. Climate Divisional Dataset developed by the National Centers for Environmental Information [9].



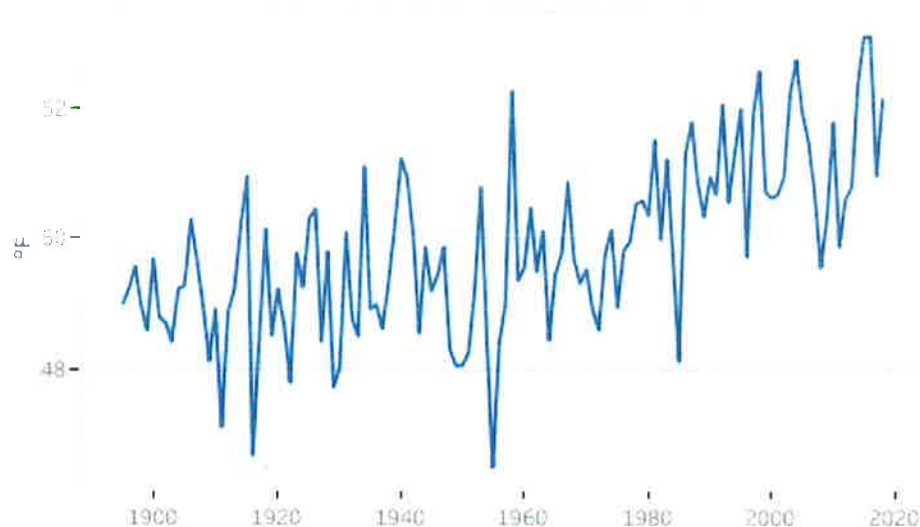
Table 3. Observed annual and seasonal trends in temperature for Puget Sound and Bellingham. All trends are significant. Note that data in this table was drawn from two separate sources that did not provide the exact same type of information for the two different spatial scales, as indicated by "N/A" [10] [12] [11].

Time Period/Season	Temperature Change Puget Sound, 1895-2014	Temperature Change Bellingham, 1895-2018
Annual	+1.3 °F (+0.7 to +1.9 °F)	+2.8 °F
Fall (Sept/Oct/Nov)	+0.12 °F/decade (+.07 to +.17 °F)	+0.21 °F/decade
Winter (Dec/Jan/Feb)	+0.13 °F/decade (+.02 to +.24 °F)	+0.18 °F/decade
Spring (Mar/Apr/May)	<i>No significant change</i>	+0.22 °F/decade
Summer (June/July/Aug)	+0.13 °F/decade (+.07 to +.19 °F)	+0.31 °F/decade
Frost-Free Season	+30 days (+18 to +41 days)	N/A



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 4. Annual average temperature for Bellingham, 1895-2018 [11].



Projected future changes

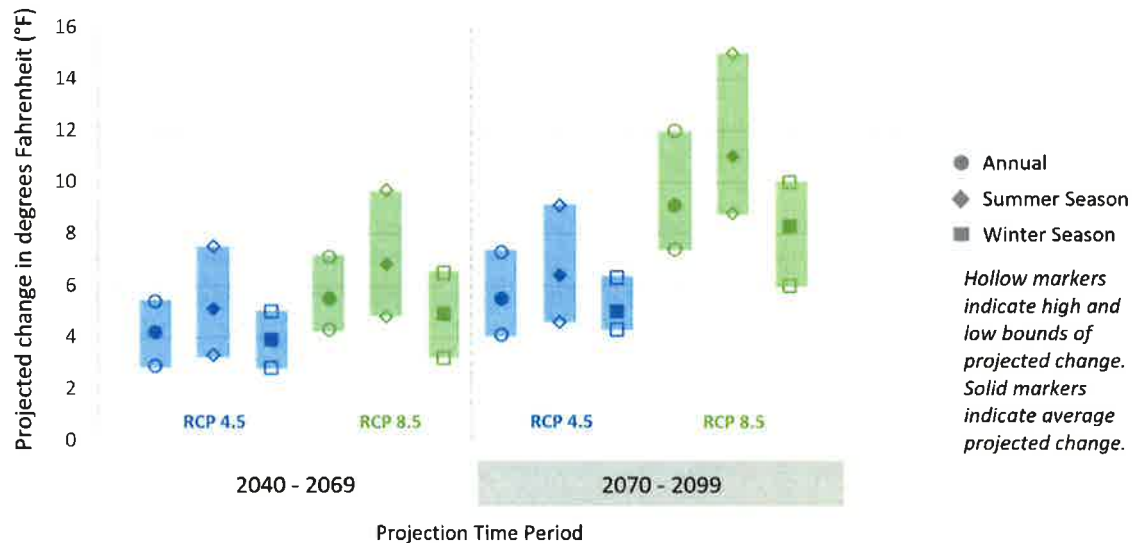
- By the mid-21st century, **the average year in Washington will be warmer than the hottest year of the 20th century** under a high-emissions scenario [13].
- By the mid-21st century, **average annual temperatures in Puget Sound are projected to increase by 4.2 °F to 5.5 °F** under low- and high-emissions scenarios, respectively, compared to the average annual temperature between 1970-1999 of 46.5 °F (see Figure 5). **By 2100, they are projected to be 5.5 °F to 9.1 °F warmer** under low- and high-emissions scenarios, respectively [13].
- By the mid-century, projections indicate **1 to 2 days per year in Whatcom County and 2 to 3 days per year in Bellingham when the heat index is above 90 °F**. By 2100, those numbers are projected to rise to as many as 11 days per year in Whatcom County and 20 days in Bellingham [14].

Warming is projected to continue in Puget Sound for all emissions scenarios and all seasons, with summer seeing the largest temperature increases [15]. Until mid-century, the anticipated average temperature increases are relatively similar across all scenarios since most warming in these years is the result of greenhouse gas emissions already produced and changes that are already underway. After that time, additional warming will depend on the amount of emissions generated in the upcoming decades [9].



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 5. Projected changes in average annual and seasonal temperature for the Puget Sound region. All projected changes for the two time periods shown below (2040-2069 and 2070-2099) are relative to 46.5 °F, the average annual temperature for 1970-1999. Average seasonal temperature refers to the change in average temperature for a given season: summer (June through August) or winter (December through February). Both time periods include the low-emissions scenario (blue bar), and the high-emissions scenario (green bar). The hollow markers indicate the range of projected change. This figure was developed with data from CIG 2015 [9].



As temperatures rise, Whatcom County's climate is projected to shift. By 2080, under a high-emissions scenario, the climate in Bellingham is projected to feel like the climate in Seattle [16]. For reference, the average summer in Seattle is 3 °F warmer and 30% drier than in Bellingham [16].

The frequency and strength of extreme heat events are projected to increase, especially nighttime heat events, while extreme cold events are projected to decrease relative to the 1970-1999 average. Compared to that period, the hottest days in the year for the Puget Sound region are expected to be 6.5 °F warmer and the coolest nights are projected to be 5.4 °F warmer by the 2050s (see Table 4) [9].

The heat index is a measure of how hot the air feels when humidity is considered in addition to the actual air temperature. A heat index greater than 90 °F indicates that outdoor workers and others who experience prolonged exposure or strenuous outdoor activity are more susceptible to heat-related illnesses and should take extreme caution. A heat index in the around 102 °F or higher indicates dangerous conditions posing greater risk of heat-related illnesses. **Whatcom County is projected to average two days per year with a heat index above 90 °F or higher by mid-century, and up to 11 days of 90 °F or higher by the end of the century if carbon emissions continue at their current rates** (see Figure 6) [14]. Whatcom County is still projected to be one of the relatively cooler areas in the continental United States, with comparably fewer days when the heat index surpasses 90 °F, 100 °F, or 105 °F—the point at which the National Weather Service recommends issuing excessive heat advisories [14].

A *degree day* compares the average daily temperature to a standard temperature to help assess climate and projected energy consumption and costs. The more extreme the temperature outside, the higher the number of degree days and generally the higher energy use for heating or cooling. A *cooling degree day* is a measure



CLIMATE TRENDS AND PROJECTED IMPACTS

of how hot the temperature is on a given day based on a standard temperature of 75 °F, a potential threshold for turning on air conditioning. For example, a specific day with an average temperature of 80 °F equates to 5 cooling degree days. **Cooling degree days in the Puget Sound region are anticipated to increase by 17 degree days by mid-century compared to the 1970-1999 average** (see Table 4). This increase in cooling degree days suggests more need for air conditioning to provide cooler indoor spaces as outdoor air temperatures get warmer.

A *heating degree day* is a measure of how cold the temperature is on a given day based on a standard of 65 °F, which is when most heating systems turn on. **Heating degree days are expected to decrease by 1,600 degree days by mid-century compared to the 1970-1999 average** (see Table 4). This significant decrease in heating degree days indicates less need for heating as outdoor air temperatures get warmer.

A *growing degree day* is a measure to estimate the growth and development of plants and insects during the growing season and is measured to a standard temperature of 50 °F [9]. **Growing degree days in the Puget Sound region are projected to increase by 800 degree days by mid-century compared to the 1970-1999 average** (see Table 4).

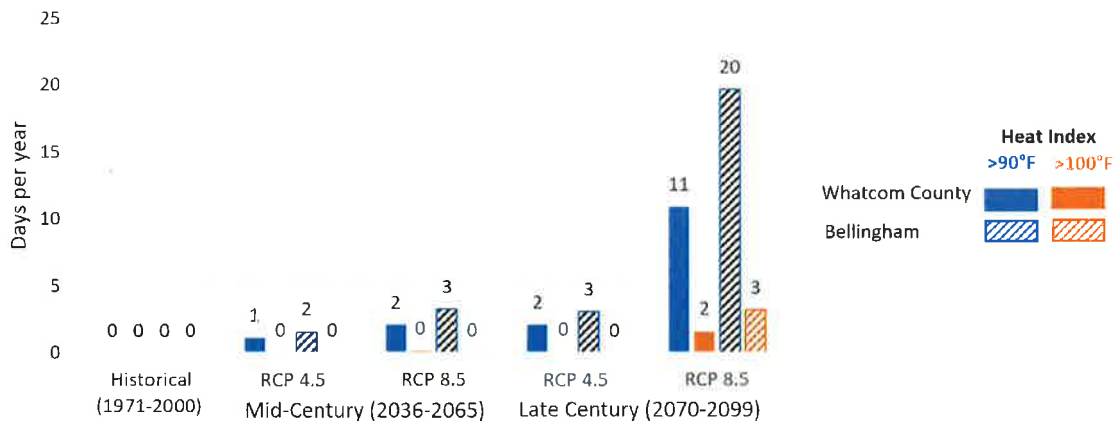


CLIMATE TRENDS AND PROJECTED IMPACTS

Table 4. Projected changes in Puget Sound region temperature extremes. All changes are relative to the average for 1970-1999. Temperature of hottest days represents the projected change in the 99th percentile of daily maximum temperature. Temperature of coolest nights represents the projected change in the 1st percentile of daily minimum temperature. (Table adapted from CIG 2015 SOK) [15].

Indicator	2040-2069			2070-2099		
	Average	RCP 4.5	RCP 8.5	Average	RCP 4.5	RCP 8.5
Temperature of hottest days	+6.5 °F	+4.0 °F	+10.2 °F	+9.8 °F	+5.3 °F	+15.3 °F
Temperature of coolest nights	+5.4 °F	+1.3 °F	+10.4 °F	+8.3 °F	+3.7 °F	+14.6 °F
Heating degree days (dd)	-1600 dd	-2300 dd	-1000 dd	-2306 dd	-3493 dd	-1387 dd
Cooling degree days	+17 dd	+5 dd	+56 dd	+52 dd	+6 dd	+200 dd
Growing degree days	+800 dd	+500 dd	+1300 dd	+1280 dd	+591 dd	+2295 dd

Figure 6. Projected days per year when the heat index will exceed specific temperature thresholds in Whatcom County and Bellingham compared to a simulated historical annual average between 1971-2000. [14].



Precipitation

Observed changes to date

- **Spring precipitation increased by 27% in the Puget Sound lowlands** since the late 19th century. All other seasons show no significant trends in precipitation [11].
- **In the Bellingham area, average annual precipitation increased 19% since the late 19th century.** During that time, spring and fall precipitation both increased 3% and 3.5% per decade, respectively (see Figure 7 and Figure 9) [11].
- **Modest increases in extreme precipitation events** have been observed in Western Washington during the 20th century [9].
- **Since 1900, there have been 19 drought occurrences in Washington State** [17].



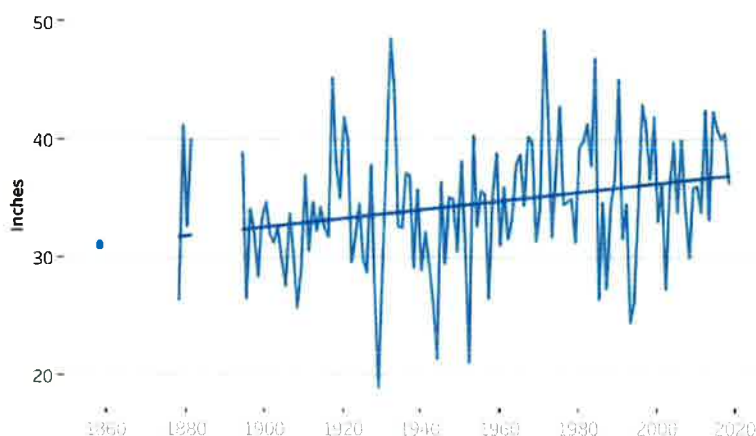
CLIMATE TRENDS AND PROJECTED IMPACTS

The Puget Sound region has naturally variable precipitation patterns, causing fluctuations between wet and dry years, as well as between wet and dry decades [10]. In Bellingham, average annual precipitation increased by 19% between 1858 and 2018, or about 2% per decade (see Figure 7. Historic average annual precipitation in Bellingham between 1858 and 2018. Trend line indicates a 1.9% change per decade [11].¹

Trends in seasonal precipitation (changes in total precipitation across the three months of each season from year to year) are typically insignificant; the exception is spring and fall precipitation in Bellingham. In Bellingham, spring (March through May) precipitation increased by nearly 29% between 1858 and 2018, or approximately 3% per decade [11]. During that timeframe, Bellingham also experienced a statistically significant increase in fall (September through November) precipitation by about 35%, or 3.5% per decade (see Figure 9) [11]. Historical records indicate that heavy rainfall events in Western Washington have increased modestly in both frequency and intensity over the 20th century, but not all trends are statistically significant [9].

There have been 19 drought occurrences in Washington State since 1900. Within the past 10 years, Whatcom County has experienced impacts from drought. In 2010, the City of Bellingham implemented mandatory water use restrictions. The 2015 drought was primarily driven by low snowpack that accumulated during the winter of 2014-2015, as much of the precipitation fell as rain rather than snow due to above-average temperatures [17]. The snowpack acts as a water reservoir for Whatcom County and is an important water source for rivers, as lowland precipitation begins to decline in the late spring to early summer.

Figure 7. Historic average annual precipitation in Bellingham between 1858 and 2018. Trend line indicates a 1.9% change per decade [11].



¹ Additional data is available for historic precipitation in Blaine and Clearbrook, but trends at those locations are not significant and thus not presented in this report. The data for those sites can be accessed through the [PNW Precipitation Trend Analysis Tool](#) from the [Office of the Washington State Climatologist](#).



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 8. Historic average precipitation during spring (March through May) in Bellingham between 1858 and 2018. Trend line indicates a 2.9% change per decade [11].

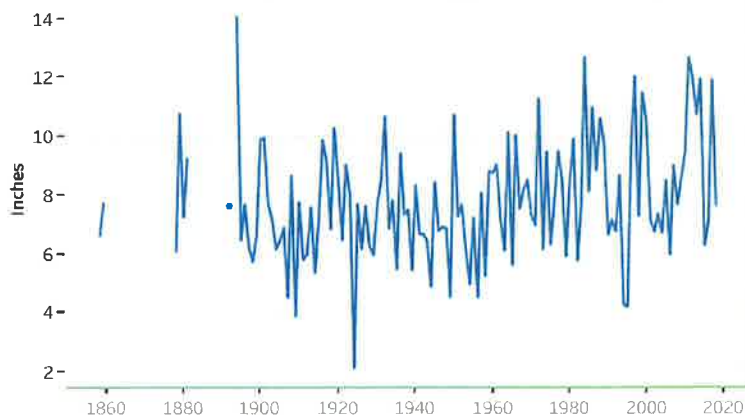
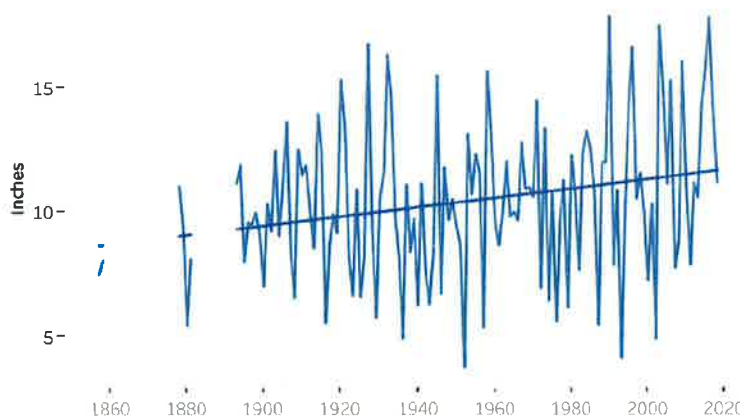


Figure 9. Historic average precipitation during fall (September through November) in Bellingham between 1857 and 2018. Trend line indicates a 3.5% change per decade [11].



Projected future changes

- Average annual precipitation in the Puget Sound region is projected to increase by 4-5% by the 2050s under low- and high-emissions scenarios, respectively (relative to 19970-1990). Annual precipitation is projected to rise another 2% by the 2080s under both emissions scenarios (see Figure 10) [9].
- Wetter conditions are anticipated in spring, fall, and winter, while summer will continue to get drier and warmer [15]. In the Puget Sound region, summer precipitation is projected to decrease 22% (-2 to -50%) by the 2050s (see Figure 11) [9].



CLIMATE TRENDS AND PROJECTED IMPACTS

- **Under a high-emissions scenario, the intensity and frequency of heavy precipitation events west of the Cascades are projected to increase by the 2080s by 22% and five more days each year, respectively [9].²**
- **Due to its reliance on lower elevation snowpack and precipitation, Whatcom County is vulnerable to drought effects such as those that occurred in 2014 and 2015 [17].**

Across the Puget Sound region, annual precipitation is projected to increase under both low- and high-emissions scenarios [9]. Projected changes in annual precipitation are small relative to year-to-year variability.

Most projections indicate an increase in precipitation intensity for the Puget Sound region for all seasons except for summer. Summer precipitation in the Puget Sound region is projected to decline approximately 22% for the 2050s compared to 1970-1999, for both low- and high-emissions scenarios (see Figure 11) [15]. Although some projections for fall, winter, and spring show ranges that project decreases in precipitation, the overall trend is upward [15]. The most pronounced increases for seasonal precipitation are in fall and winter under a high-emissions scenario. Fall precipitation is projected to increase between 5-6% by 2050 and between 10-12% by the 2080s, relative to 1970-1999 values. Winter precipitation is expected to increase approximately 10% by 2050 for both emissions scenarios and is projected to increase between 11-15% by 2080 under low- and high-emissions scenarios, respectively. By the 2050s, spring precipitation is projected to increase between 2.4-3.8% under low-and high-emissions scenarios, respectively. Spring precipitation is anticipated to have a smaller increase by the 2080s, with models projecting an increase of 1.6% under a low-emissions scenario and 2.5% under a high-emissions scenario, compared to 1970-1990 averages.

While models project decreases in summer precipitation, the overall trend in precipitation among the other seasons is upward.

The intensity and frequency of heavy precipitation events west of the Cascades are projected to increase by the 2080s. Under a high emissions scenario, the intensity of heavy precipitation events (24-hour precipitation events with a 1% likelihood of occurring) are projected to increase by 22%. Furthermore, these heavy precipitation events are expected to occur seven days per year compared to only two days a year historically (1970-1999 average) [9].

Projections are not available for changes in frequency or intensity of droughts in Whatcom County or Washington State. However, due to Whatcom County's dependence on lower elevation snowpack and precipitation, the projected increases in temperature and projected decreases in summer precipitation could increase the county's vulnerability to drought effects. Vulnerabilities are projected to include drought effects such as those that occurred in 2014 and 2015 [17]. The historical patterns of water supply and runoff are shifting, and it is likely that low stream flows and elevated water temperatures often associated with drought conditions will become more common [17]. In addition, the typical pattern of higher water use during the driest part of the year is often exacerbated during droughts, where hotter and drier weather increases water use above normal levels at a time when water availability is more restricted.

² Heavy precipitation events are defined as 24-hour precipitation events that have a 1% likelihood of occurring.

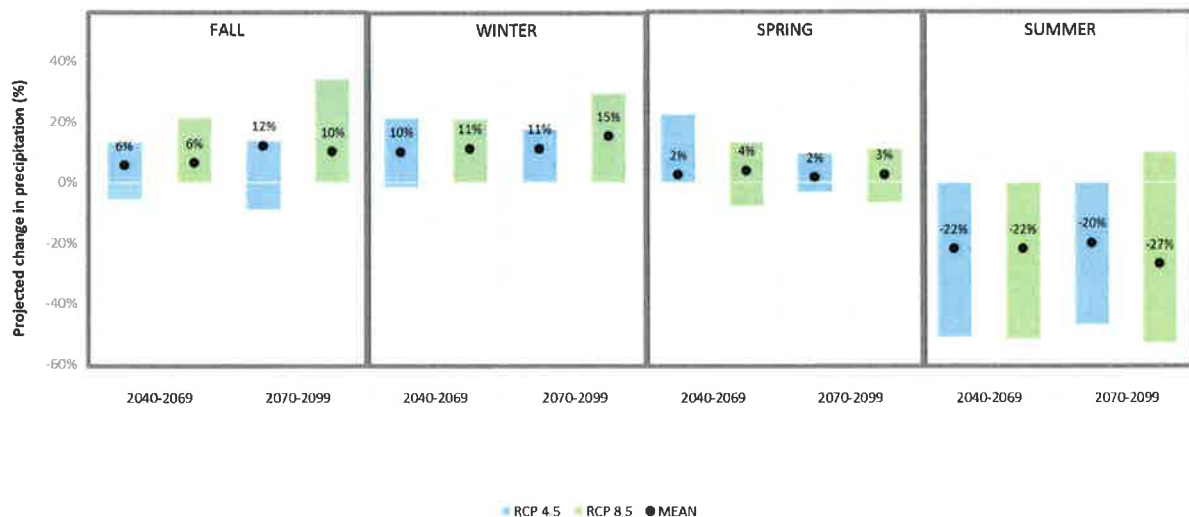


CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 10. Projected change in annual Puget Sound precipitation. All changes are relative to the average for 1970-1999. The average projected change is shown with the black dot, and the colored bars show the range of projected values from 10 climate models for both RCP 4.5 in blue and RCP 8.5 in green (Figure created using data from CIG 2015 SOK) [9].



Figure 11. Projected change in seasonal Puget Sound precipitation. All changes are relative to the average for 1970-1999. The average projected change is shown with the black dot, and the colored bars show the range of projected values from 10 climate models for both RCP 4.5 in blue and RCP 8.5 in green (Figure created using data from CIG 2015 SOK) [9].



Hydrology

Observed changes to date

- Puget Sound glacial numbers and volume are declining. Between 1900 and 2009, glacier area in the North Cascades declined by 56% [9].



CLIMATE TRENDS AND PROJECTED IMPACTS

- Spring snowpack in the Cascade mountains has declined about **25% between the mid-20th century and 2007** [9]. Since the mid-20th century, **peak snow water equivalent (SWE) declined at several locations in Whatcom County by 2 to 5% [11]**.
- In some Puget Sound rivers, **peak streamflow is shifting earlier** in the year.

Changes in hydrology, such as changes in the amount of snowpack and rate of streamflow, are driven by changes in temperature, heavy rainfall events, and seasonal precipitation, as well as natural variability in the region. Most glaciers in the broader Puget Sound region are in decline, not only in terms of glacier area, but also in the total number of remaining glaciers. Between 1900 and 2009, glacier area in the North Cascades declined by 56% [9].

Current long-term trends in snowpack indicate a significant decline. Between the mid-20th century and 2007, snowpack in Washington's Cascade range has decreased approximately 25%, or almost 4% per decade [9].³ Snow water equivalent (SWE) is a method of measuring snowpack and is the amount of water contained in a certain volume of snow, which changes based on the snow density and other factors. SWE can be thought of as the depth of water that would theoretically result if the entire amount of snowpack melted at once. Mountain snowpack plays a key role in the water cycle in Whatcom County by storing water during the winter when the snow falls and releasing it as runoff in spring and summer when the snow melts [18]. As peak SWE declines, there is a strong correlation with a shift in runoff timing to be earlier in the year as well as decreasing total runoff. These impacts could lead to lower summer streamflows and less water availability. Between the mid-20th century and 2019, peak SWE declined at several locations in Whatcom County by 2 to 5% (see Table 5) [11].

Table 5. Observed trends in snow water equivalent (SWE) at several locations in Whatcom County between the mid-20th century to 2019. All trends are statistically significant except those in italics [11].

Location ⁴	Change per decade
Beaver Pass	-4.6%
<i>Beaver Creek Trail</i>	-2.7%
Devil's Park	-2.8%
Freezeout Creek Trail	-5.4%
<i>Marten Lake</i>	-1.9%
Watson Lakes	-4.9%

Current trends in annual streamflow across the Puget Sound region are mixed, and there is no statistically significant trend in annual average streamflow. However, dry years are becoming drier for some rivers, and peak streamflow is shifting earlier in the spring for watersheds historically dominated by snow; it has moved up to 20 days earlier in some rivers between 1948 and 2002 [9]. Meanwhile, in watersheds historically dominated by rain, peak streamflow is shifting later in the spring. The Nooksack River watershed is a mixed

³ Snowpack is directly measured using automated Snowpack Telemetry (SNOTEL) at various stations in the Cascades and Olympics. Studies may also use other data to determine long-term trends in snowpack, such as streamflow, precipitation, temperature, and the water-balance snowpack estimate.

⁴ Location of Natural Resource Conservation Service snow data collection sites. Note that the beginning of the data record varies by location between 1944, 1950, and 1959.



rain-snow basin and historically has experienced peak streamflow in May, but available studies do not indicate how the timing of peak streamflow has changed [19]. Historic mean peak flow between 1967 and 2017 has been 23,500 cubic feet per second (cfs) (see Figure 14) [19]. For reference, peak flow during the extreme flood event on November 11, 1990, was 48,200 cfs [19].

Projected future changes

- **Snowpack for mountains draining into Puget Sound is projected to decrease by 29% by the 2040s [19].**
- The Nooksack Valley basin is anticipated to **transition from being a mixed snow and rain-dominant system to a rain-dominant system [9] [19].** By the 2080s, peak streamflow in the Nooksack River is projected to shift **approximately 27 days earlier in the year compared to 1970-1999 [20].**
- **Heavy rainfall events are projected to become more intense.** Regional models anticipate that heavy rainfall events in Western Washington will intensify by 22% by the 2080s [9]. **Under a moderate (A1B) emissions scenario, streamflow in the Nooksack River during a 100-year flood event is projected to increase by 27% by the 2080s [19].⁵**
- **Summer minimum streamflow in the Nooksack River is projected to decrease by 27% by the 2080s relative to the 1970-1999 average, and summertime stream temperatures are projected to increase, reaching levels that exceed the thermal tolerance of most fish species [20].**

As the climate warms, the Pacific Northwest is projected to continue to face decreased snowpack and changes to streamflow timing and seasonal minimums. One study found that glaciers in the Nooksack River basin are projected to recede by approximately 90% by 2100, at which time smaller glaciers are projected to disappear completely, under a low-emissions scenario [21]. These projections indicate a decline in both glacier area and volume, which will reduce the amount of ice melt that contributes to streamflow. In the Nooksack River, glacial melt makes a critical contribution to streamflow, so the projected glacial loss poses significant implications for aquatic ecosystems and critical species like salmon that rely on snow and glacier-fed water resource [22]. In the same study, projections indicate a 50% and 69% decline in snow water equivalent in the Middle Fork Nooksack Basin under a low- and high-emissions scenarios, respectively, by 2075 [21]. Another study projected a 33-45% decline in monthly median snow water equivalent by 2050 in the Middle Fork Nooksack Basin, which was the highest elevation studied [23]. Thus, lower elevation locations are projected to experience even faster rates of snow water equivalent decline. In addition, peak snow water equivalent is also projected to shift earlier in the year, from approximately April 1 to March or even earlier by the 2050s, but that may occur even sooner for lower elevation locations. This shift contributes to a shift in peak streamflow.

By the end of the 21st century, based on a low-emissions scenario, the main form of precipitation in Puget Sound watersheds is expected to be rainfall [9]. The Nooksack River basin and other Puget Sound watersheds that are currently dominated by a mix of rain and snow in the winter are projected to become progressively more rain-dominant [9]. This transition to mostly rainfall precipitation is expected to lead to an increase in winter streamflow, an earlier peak streamflow, and a decline in summer streamflow [9] [24]. By the 2080s,

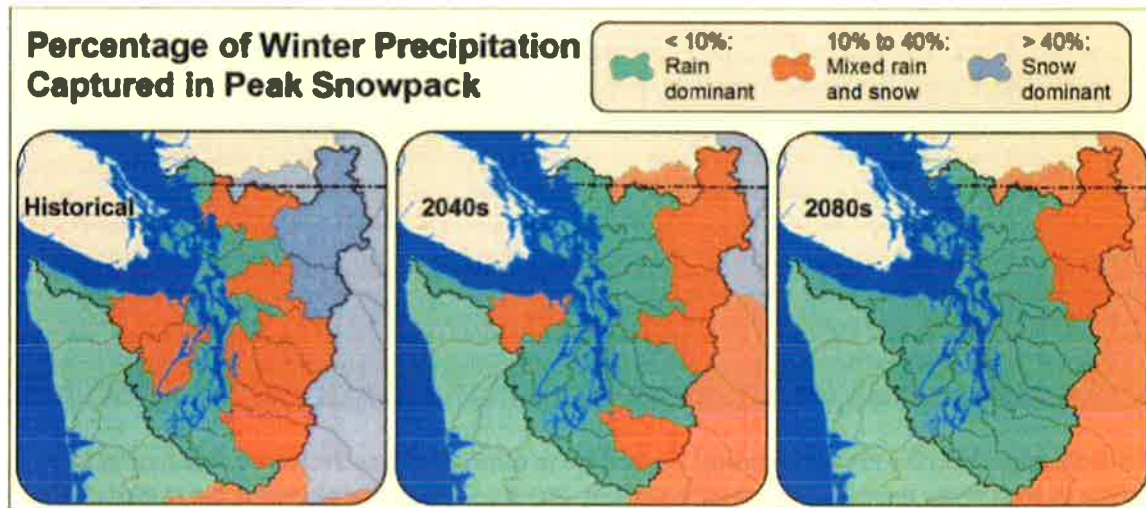
⁵ The moderate (A1B) emissions scenario is most similar to RCP6.0. The A1B scenario is one of a suite of scenarios commonly used in earlier climate change assessments (including IPCC reports). The new set of scenarios—, Representative Concentration Pathways (RCPs)—were developed for the 5th IPCC Assessment Report are now the industry standard for climate change assessments.



CLIMATE TRENDS AND PROJECTED IMPACTS

peak streamflow in the Nooksack River is projected to shift earlier in the year, occurring 19 to 40 days earlier compared to 1970-1999, based on a moderate (A1B) greenhouse gas scenario [9].

Figure 12. Model projections of Puget Sound watersheds suggest a transition to largely rain-dominant basins by the 2080s [9].



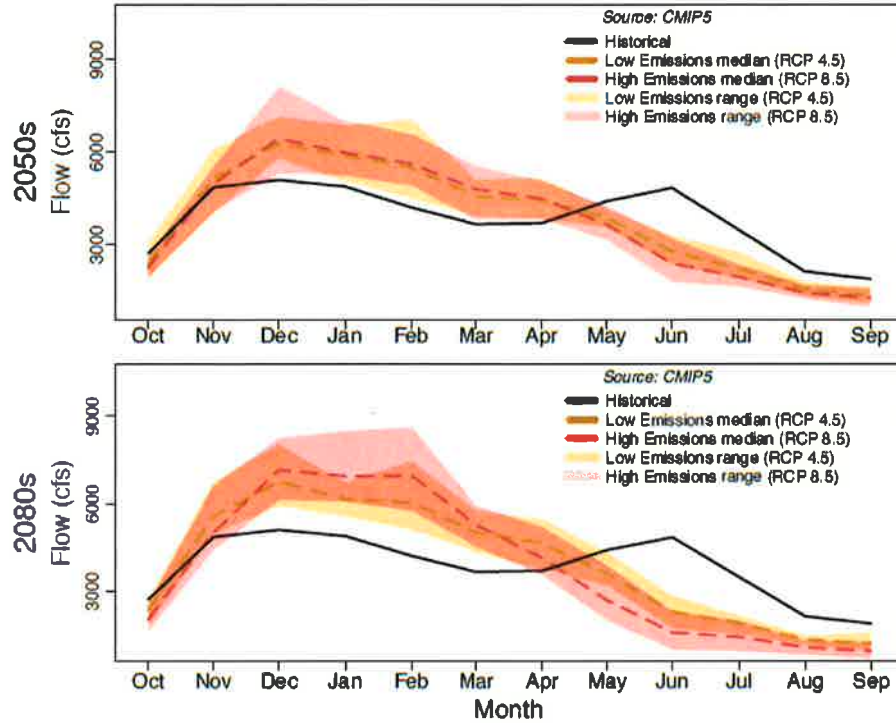
Heavy rainfall events, or atmospheric river events, are projected to become more intense in the future, increasing the risk of flooding in the Puget Sound region, particularly at low elevations. With a shift to a rain-dominant basin, the Nooksack River will likely experience an increase in frequency and magnitude of floods [23]. Regional models anticipate that heavy rainfall events in Western Washington will intensify by 22% by the 2080s [9]. In the Nooksack River, the streamflow during a 100-year flood event is projected to increase by 27% (range of 9% to 60%) by the 2080s relative to the 1970-1999 average [19]. The return period magnitude is also projected to shift in the future. For instance, the magnitude of a historical 10-year flood in the Nooksack River is projected to have a return interval of only 3 years by 2050 [23].

While winter streamflow is projected to increase, summer streamflow is projected to decrease as peak streamflow shifts to earlier in the year and as snowpack decreases. Summer minimum streamflow in the Nooksack River is projected to decrease by 27% (range of -38% to -13%) by the 2080s relative to the 1970-1999 average [9]. Declining summer streamflows and increasing summertime air temperatures are expected to increase stream temperatures in the summer, reducing water quality in streams. By 2040, it is projected that 40 miles of the Nooksack River will exceed 64 °F, which is the thermal tolerance for adult salmon compared to zero miles in 2015 [25]. By the late 21st century, one study found that the South Fork of the Nooksack River, which is at a lower elevation than the Middle Fork and North Fork, is projected to have an average of 115 days per year when the 7-day average of daily maximum stream temperature exceeds 60.8 °F, which is considered a threshold for protecting aquatic habitats [26]. During that same period, the higher-elevation Middle and North Fork basins are projected to have 35 and 23 days, respectively, when that threshold is exceeded.



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 13. Projections of monthly streamflow for the Nooksack River for 2050s and 2080s compared to historical trends (1970-1999). Peak monthly streamflows are projected to shift from the average historical peak in May to a peak around January as early as the 2050s [9].





CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 14. Peak annual streamflows in the Nooksack River, both observed flows (1967 to 2017) and future projections for the 2050s. Projections based on a moderate emissions scenario (approximately an average between RCP 4.5 and RCP 8.5). Middle numbers indicate mean peak flow, with the boxes indicating quartiles and lines indicating upper and lower ranges [19].

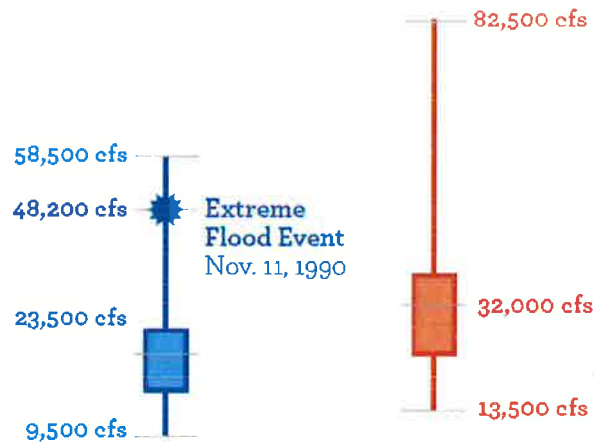
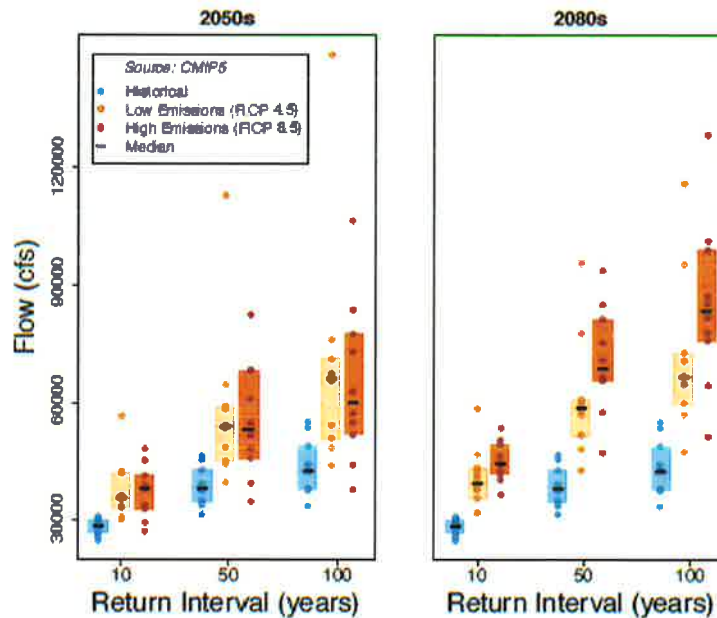


Figure 15. Projected peak streamflow for the Nooksack River during flood events for the 2050s and 2080s compared to the historical average (1970-1999). Return intervals are for 10-year, 50-year, and 100-year events [9].





Sea Level Rise and Storm Surge

Observed changes to date

- Global sea level has risen **8 inches between 1900-2009** [27].
- On average, sea level in Puget Sound has risen **0.8 inches per decade between 1900-2009**, which has contributed to more coastal flooding [9].
- There is **no documented long-term trend in storm surge due to climate change**.

Global sea level has risen 0.7 inches per decade between 1901 and 2010 [27]. That rate has increased in more recent years—global sea level has risen 1.3 inches per decade from 1993 to 2010. The rate of global sea level rise since the mid-1800s is higher than the average rate during the last two millennia [27]. In Puget Sound during the last century, sea level rose along most shorelines in the region, though the rates varied depending on local land motion, weather patterns, and ocean currents [9]. At the Seattle tide gauge, which has one of the longest records of data in Puget Sound, sea level rose 8.6 inches between 1900 and 2008 [9]. Historical trends are not available for changes in sea level along Whatcom County's shoreline specifically.

During winter months, the breakdown of upwelling along the west U.S. coast pushes ocean water toward the shore, causing elevated sea level. This condition is enhanced during El Niño events. In Puget Sound, this can result in up to an approximate 20-inch increase in sea level compared to the summer [28]. During El Niño events, sea level can be as much as 12 inches higher than normal for several months at a time [28].

Storm surge and high tide flooding

Currently, there are no comprehensive studies looking at observed trends in storm surge within Puget Sound due to changes in frequency and intensity of storm events. However, one study found that trends in extreme high water levels (such as during high tide) along the northwest coast of the U.S. parallel the trends in sea level rise in this region [29].

Between 1970 and 1999, high tide flooding occurred an average of 3 days per year (0 to 13 days) at the Cherry Point tide gauge located just south of Birch Bay, but there is insufficient historical data to determine a long-term trend in tidal flooding. Historically, high tide flooding occurred when the tide exceeded 2 feet (the *Mean Higher High Water* (MHHW) mark for the Cherry Point tide gauge location (see Figure 16) [30]. *Mean Higher High Water* is the average height of the highest tide documented at a tidal gauge during an observed timeframe. High tide flooding most directly impacts coastal areas that are low in elevation and/or have high rates of relative sea level rise [30]. The Lummi Reservation and communities on the perimeter of Bellingham and Birch Bay are expected to continue to be the most vulnerable to high tide flooding (see Figure 17).



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Figure 16. High tide flooding at Cherry Point, WA (1973-2017). Historical yearly inundation events from high tide flooding at the Cherry Point, WA tidal gauge #944924. Historically, high tide flooding occurred when the MHHW exceeded 2 feet. Data sourced from the Sea Level Rise Viewer tool from NOAA/NOS/Center for Operational Oceanographic Products and Services [30].

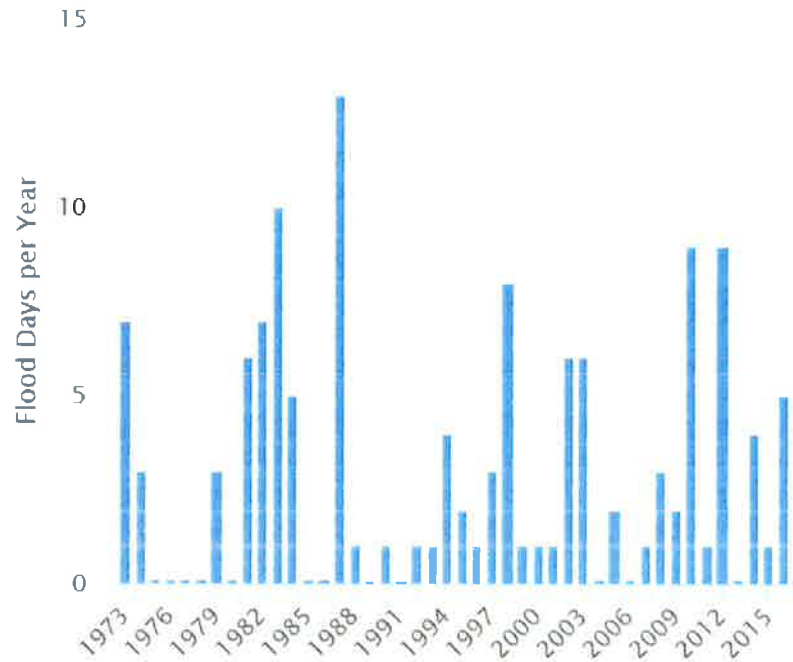


Figure 17. High tide flooding along Whatcom County's shoreline. The red coloration in the map identifies areas currently subject to tidal flooding that occurs when MHHW exceeds 2 feet. This type of flooding is also known as *recurrent or nuisance flooding* [30].





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Figure 18. High tide flooding near Bellingham Bay. The red coloration in the map identifies areas currently subject to tidal flooding that occurs when MHHW exceeds 2 feet. This type of flooding is also known as *recurrent or nuisance flooding* [30].





CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 19. High tide flooding near Birch Bay. The red coloration in the map identifies areas currently subject to tidal flooding that occurs when MHHW exceeds 2 feet. This type of flooding is also known as *recurrent or nuisance flooding* [30].



Projected future changes

- **By 2100, relative sea level rise in the Bellingham area is projected to be:**
 - **Between 0.1 and 0.4 feet** with a **99% likelihood** of exceeding those values under low- and high-emissions scenarios, respectively [31].
 - **Between 1.5 feet** (likely range of 0.9-2.1 feet) **and 1.9 feet** (likely range of 1.3-2.7 feet) with a **50% likelihood** of exceeding those values under low- and high-emissions scenarios, respectively [31].
 - **Between 4.0 and 4.7 feet** with a **1% likelihood** of exceeding this value under both a low- and high-emissions scenarios [31].
- **Puget Sound coastlines are expected to experience significant increases in the frequency of storm surge and high tide flooding** relative to today as sea level rises [32].

The rate at which sea level rises in Puget Sound depends on the rate of global absolute sea level rise as well as regional factors such as vertical land motion, ocean currents, wind patterns, and ocean temperature. In areas where the land is sinking, the regional relative sea level rise will be greater than the absolute sea level rise, and in regions where the land is rising, relative sea level rise will be less than the absolute sea level rise.

Ocean processes (such as thermal expansion from warming waters), land-based glacier and ice cap melt, and ice sheet melt or deterioration also affect global sea level change [9].



CLIMATE TRENDS AND PROJECTED IMPACTS

Projected sea level rise is presented with the “likelihood of exceedance,” or the probability that sea level will meet or exceed a certain amount. Likelihood is an important factor when considering the level of risk involved. Using a low-likelihood projection (e.g., 1%) as the given scenario for planning and decision-making is a more conservative approach because it means preparing for more significant impacts that are relatively less likely to occur. This approach may be considered for decisions regarding critical infrastructure (e.g., hospitals). In contrast, using a high-likelihood projection (e.g., 99%) as the given scenario is a less conservative approach because it means preparing for less significant impacts that are more likely to occur. This approach may be worth considering for situations where infrastructure and management can easily be adapted in the future (e.g., vegetation management). There is no single correct decision about what likelihood to use for decision-making; the decision depends on financial, logistical, and political factors specific to Whatcom County.

In this document, sea level rise projections are summarized from Miller et al (2018) for 1%, 50%, and 99% likelihoods of exceedance. In Washington, both absolute and relative sea level are projected to rise by 2150 under both low- and high-emissions scenarios [9]. The projected change in relative sea level along Whatcom County’s shoreline by 2100 (compared to the 1991-2009 average) ranges across emissions scenarios and at different likelihoods of exceedance, listed below for the Bellingham area.⁶

- There is a 99% likelihood that relative sea level will increase by 0.1 to 0.4 feet under a low- and high-emissions scenarios, respectively (see Figure 21) [31].
- There is a 50% likelihood that relative sea level rise will exceed 1.5 (likely range of 0.9-2.1 feet) to 1.9 feet (likely range of 1.3-2.7 feet) under low- and high-emissions scenarios, respectively [31].
- There is a 1% likelihood that relative sea level will increase by 4.0 to 4.7 feet under low- and high-

Understanding Sea Level Rise & Storm Surge

Absolute sea level rise is the height of the ocean surface relative to a fixed, unmoving reference point, such as the center of the earth. The impacts of sea level rise will be felt via a change in height of the ocean surface relative to land. **Relative sea level rise projections** combine separate estimates of absolute sea level rise and local or site-specific variability (e.g., vertical land movements in terms of uplift or subsidence) that evaluates the change in sea level at any given location [31].

Storm surge is the product of falling atmospheric pressure and wind stresses on the water, which can cause a rise in sea level.

Sea level rise increases the potential for increased storm surge reach and increased coastal inundation, erosion, and flooding. Even minor amounts of sea level rise can shift the risk of coastal hazards in potentially substantial ways.

Figure 20. Segment of Whatcom County’s shoreline used to report sea level rise projections in this document [31].



⁶ The online visualization tool accompanying the 2018 Sea Level Rise in Washington State report provides projections for seven different segments of Whatcom County’s shoreline. Projections did not substantially differ across the seven segments, we reported on the segment near Bellingham (48.8°, -122.5°) for this report (see Figure 20). Additional segments can be viewed by visiting the [online visualization tool](#).



CLIMATE TRENDS AND PROJECTED IMPACTS

emissions scenarios, respectively [31].

Note that the projections given here for relative sea level rise in Bellingham factor in a vertical land movement estimate of 0.1 ± 0.2 feet per century [31]. The projections do *not* factor in any additional land level change that may occur in this area due to a subduction zone earthquake, which would result in raising local relative sea level.

Based on sea level rise data visualization tools, the areas of the Lummi Reservation, Birch Bay, and Bellingham Bay are expected to be more at risk of sea level rise under all emissions scenarios compared to other locations along Whatcom County's shoreline (see Figure 23 Figure 24). These areas are likely to experience at least 2 feet of sea level rise under both low- and high-emissions scenarios by 2100 [30].

Storm surge and high tide flooding

Coastlines throughout Puget Sound are expected to experience significantly more storm surge and high tide flooding due to sea level rise relative to today, but there currently are no projections available of the exact magnitude of changes [32]. Storms similar to the one that occurred in December 2018, which significantly damaged homes, businesses, and a coastal roadway in Blaine and Birch Bay, are expected to occur more frequently [33]. Sea level rise coupled with storm surge will likely increase erosion of coastal bluffs and shorelines and may cause damage to and loss of infrastructure and other assets [9].



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 21. Projected sea level change in feet for the Bellingham area. Projected sea level change is relative to the average sea level during 1991-2009 [31].

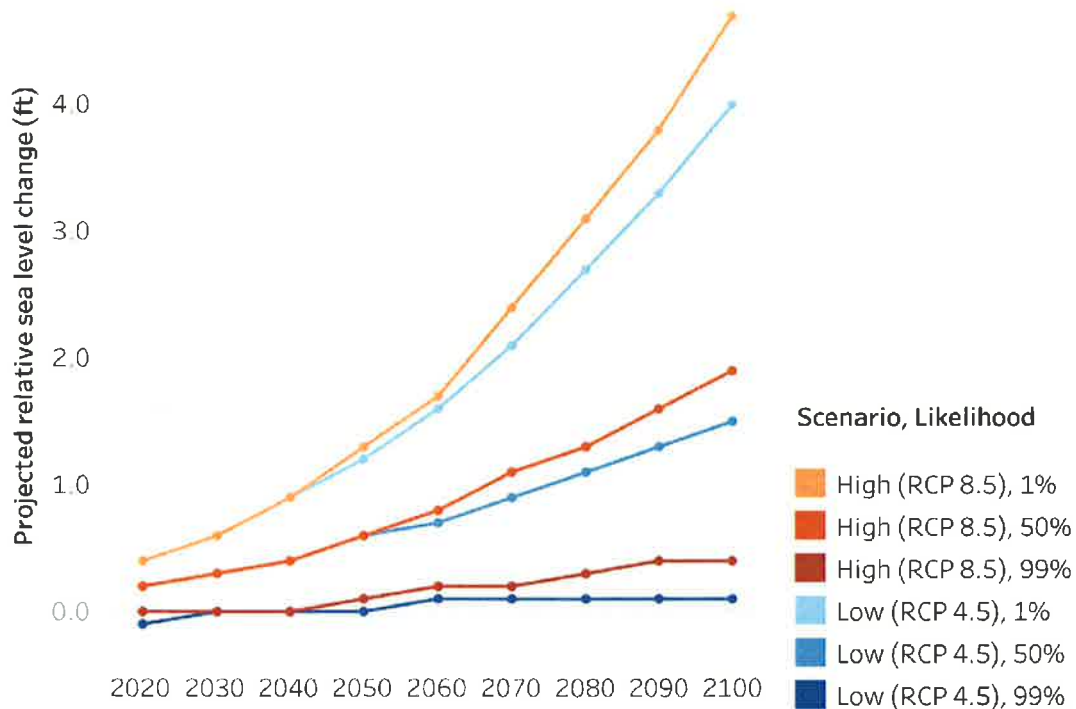
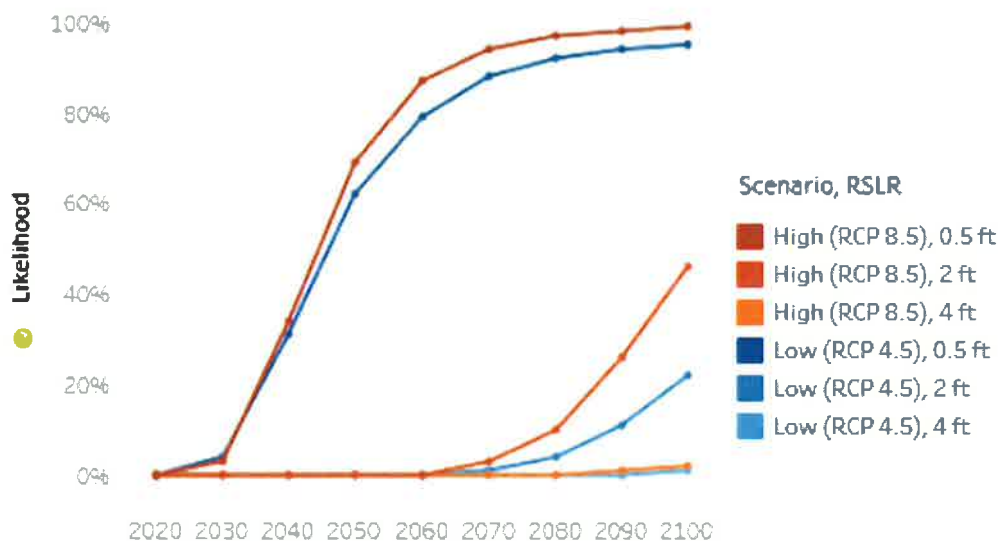


Figure 22. Projected likelihood of relative sea level change of specific levels for the Bellingham area. Projected likelihood of relative sea level change is relative to the average sea level during 1991-2009 [31].





CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 23. Map of projected 2 feet of relative sea level rise along Whatcom County's shoreline. There is a 50% likelihood of sea level exceeding 2 feet under a high-emissions scenario. Water levels are relative to local Mean Higher High Water. Areas that are hydrologically connected to the ocean, and therefore may flood due to sea level rise, are shown in shades of blue, with darker shades indicating greater depths). Areas in green are low-lying areas that are hydrologically "disconnected" and may also flood. Note that there is a high degree of uncertainty shown in this map due to many unknowns of future conditions and how they will occur on the landscape. More information can be found at <https://coast.noaa.gov/slr/>. [30]





CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 24. Map of projected 4 feet of relative sea level rise along Whatcom County's shoreline. There is a 1% likelihood of sea level exceeding 4 feet under both low- and high-emissions scenarios. Water levels are relative to local Mean Higher High Water. Areas that are hydrologically connected to the ocean, and therefore may flood due to sea level rise, are shown in shades of blue, with darker shades indicating greater depths). Areas in green are low-lying areas that are hydrologically "disconnected" and may also flood. Note that there is a high degree of uncertainty shown in this map due to many unknowns of future conditions and how they will occur on the landscape. It is important to note that as projections increase in magnitude, the confidence of precise location of flooding decreases. [30]



Wildfire

Observed changes to date

- **In the Pacific Northwest**, the area burned, fire season length, and number of fires greater than 1,000 acres has increased since 1973 [34].
- **Washington State** has seen an increase in both the number of fires burning more than 99 acres and the total area burned by those fires since 2000 [35].
- The recent increase in fire activity has likely been influenced by decades of fire suppression and human settlement, natural climate variability, and human-caused climate change [36].

Wildland fires have long occurred naturally in western Washington; every few hundred years, large fires would burn tens or hundreds of thousands of acres. Indigenous tribes have also used intentional burns to clear paths for travel and to promote edible crops [34]. Because there have been gaps of 200-600 years between large wildfires in western Washington, it is unclear how climate change has affected this pattern.



CLIMATE TRENDS AND PROJECTED IMPACTS

On a more recent time scale, trends indicate an increase in fire activity that researchers link to climate change. In the Pacific Northwest, the area burned, fire season length, and number of fires greater than 1,000 acres has increased since 1973 [34]. Washington State has experienced more intense and more severe wildfires in recent years, with most of the burned acreage on the eastern side of the Cascades. One report indicates that both the number of fires burning more than 99 acres and the total area burned by those fires in Washington have increased since 2000 [35]. Comprehensive data is not readily available about historic trends in wildfire activity for Whatcom County specifically. Limited spatial data on fire incidences between 2002 and 2018 is shown in Figure 25.

The recent increase in fire activity has likely been influenced by decades of fire suppression and human settlement, natural climate variability, as well as human-caused climate change [36]. Some researchers contend that, in the western United States, human-caused climate change is responsible for the majority of increases in forest fuel aridity since the 1970s and is responsible for doubling the cumulative forest fire area since 1984 [36].

Climate change influences wildfire potential by affecting the abundance of brush and trees and by creating drier conditions that allow fire fuel, such as brush and trees, to burn more easily [36]. While the relationship can be complex and may vary between the short term and long term, there are a few relevant factors. First, climate change can increase short-term productivity within a forest, as warming temperatures extend the growing season and higher levels of carbon dioxide are available for plants to photosynthesize. This may create more fuel available for fires. Second, within a particular year, climate change is linked to more intense and frequent heat waves, more variable precipitation, and earlier spring snowmelt, which can all contribute to dryness of fuel, or fuel aridity, in summer and fall, and can also increase the potential for wildfire [36].

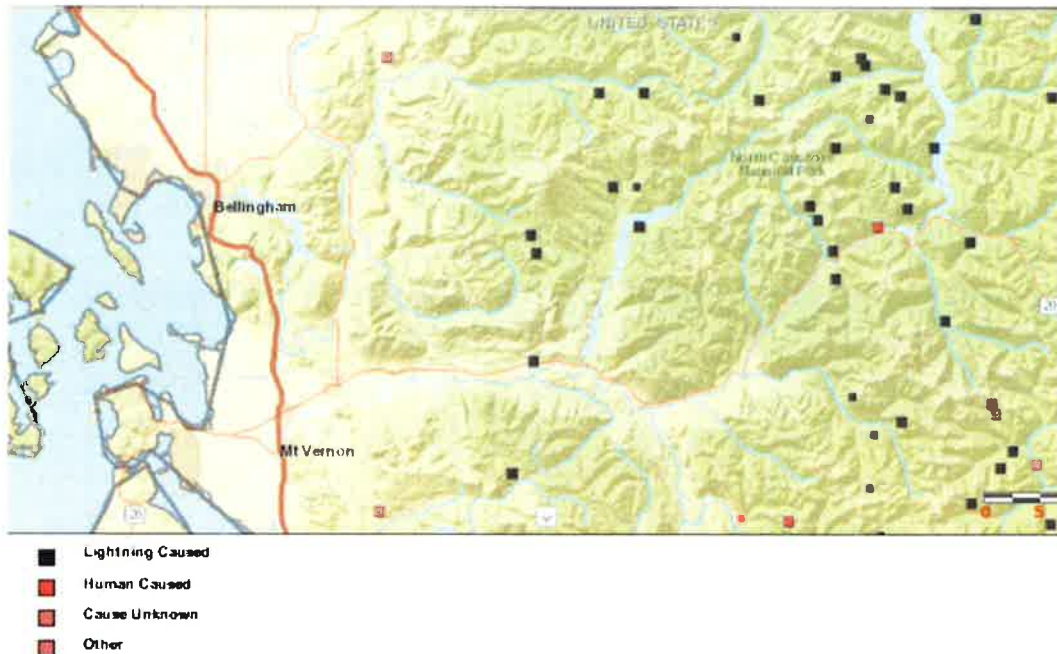
Table 6. Changes in the number of wildfires and size of burnt area in the Northwest compared to the 1973-1982 average. *p*-values for two-sided Mann-Whitney test are provided in parentheses. Table adapted from Westering *et al.*, 2016 [37].

Measure (compared to 1973-1982 average)	1983-1992	1993-2002	2003-2012
Percent change in total wildfires in the Northwest	+200% (0.046)	+514% (0.050)	+1000% (0.001)
Percent change in burnt area in the Northwest	+428% (0.034)	+2149% (0.061)	+4979% (0.001)



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 25. Wildland fire incidences in the Whatcom County area between 2002 and 2018. The incidences are reported as points rather than burned areas. The different colors indicate the cause of the fire, if known, based on the legend below the map. Map source is the Geospatial Multi-Agency Coordination (GeoMAC) Wildland Fire Map Viewer run by the U.S. Geological Survey. Data is based on large fire incidences entered into the National Interagency Fire Center. Note that this map may not include all wildland fires that occurred during this period of time [38].



Projected future changes

- By the 2050s, Western Washington is projected to have **12 more days annually with very high fire danger** compared to the 1971-2000 average [34].
- **By 2100, the period of time between wildfires in the North Cascade ecoregion will shorten** by a factor of 2.2 to 2.5 under low- and high-emissions scenarios, respectively [39].
- **Median area burned annually across the Northwest is projected to increase** by 0.6 million hectares by the 2080s compared to 1980-2006 [40].

Climate change is expected to create conditions that are favorable for wildland fire in western Washington. Warming temperatures, decreases in summer precipitation, and snowmelt occurring earlier in the year all contribute to a longer fire season and drier fuels in the summer that can increase the potential for wildland fire. Western Washington is projected to see an increase in the number of days with very high fire danger (when the 100-hour fuel moisture is below the historical 10th percentile) by 12 more days each year by the 2050s compared to the 1971-2000 average [34].

Fire rotation periods (FRP), or the period of time between fires, are projected to shorten under climate change in forested ecosystems across Washington by 2100 under both high- and low-emissions scenarios, with the greatest magnitude of shortening being in moister forests, such as those west of the Cascade Crest [39]. Historically, forests in the North Cascade ecoregion were considered to have low suitability for wildfires, which resulted in an FRP between 5,291 and 1,894 years. Projections show that by 2100, the FRP in the North

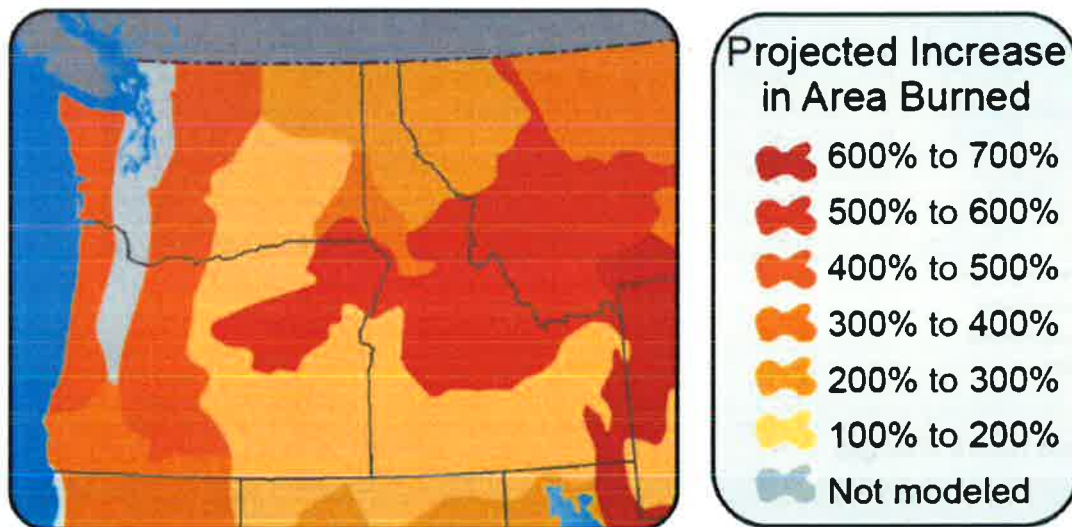


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Cascade ecoregion will shorten by a factor of 2.2 to 2.5 under low- and high-emissions scenarios, respectively [39]. Projections of climate change impacts on fire indicate that the median regional area burned annually across the Northwest may increase by 0.3 million hectares by the 2040s and another 0.3 million hectares by the 2080s compared to the 1980-2006 period [40]. There are mixed findings on the magnitude of future change in area burned in moist forest ecosystems compared to dry forest ecosystems.

Due to insufficient historical data, there are no confident projections for changes in wildfire intensity in Whatcom County, yet warmer and drier conditions in the future is likely to increase the risk of moderate and small fires.

Figure 26. Projected increases in area burned. The map indicates the projected increases in burned area from wildfires due to regional temperature and precipitation changes associated with a 2.2 °F global warming. Areas are based on broad climatic and vegetation characteristics shared in these regions. Local impacts will vary greatly within these broad areas with sensitivity of fuels to climate [41].



Air Quality

Observed changes to date

- In the past decade, **air pollution in Whatcom County has typically been infrequent and relatively low when it occurs.**
- Due to wildfires in the summer of 2018, Whatcom County experienced **poor air quality, with particulate matter concentration exceeding over 100 µg/m³ in many areas.**

Two main outdoor air pollutants of concern are ozone (also called smog) and particulate matter (PM). Both are dangerous to public health, increasing risks of serious health issues such as lung cancer, asthma, cardiovascular damage, and developmental and reproductive harm [42].

Whatcom County has measured very limited ozone and particulate matter in the past decade. The county did not measure a single day from 2009 to 2017 where ozone air quality standards were exceeded. Ozone levels reached “moderate” on one measured day in 2017, only the second “moderate” measurement since 2009.

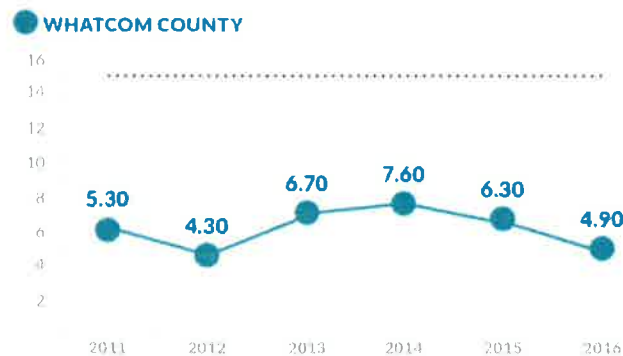


CLIMATE TRENDS AND PROJECTED IMPACTS

No measurements showed ozone pollution in the ranges of “unhealthy for sensitive groups” or more severe [43].

Particulate emissions have generally stayed at low concentrations as well; from 2009-2015, particulate matter levels did not exceed public health standards in Whatcom County [43].

Figure 27. Average Air Quality in Whatcom County 2011-2016. Chart shows the annual average of particulate matter (PM_{2.5}) in Whatcom County. The average air quality has remained the same since 2011 and has been well below the national target of 15 $\mu\text{g}/\text{m}^3$ PM_{2.5} (dotted line). Figure source is the Whatcom Community Health Assessment and is based on data from the Washington State Department of Health’s Washington Tracking Network (data only available through 2016). [44]



However, between 2016 and 2018, wildfire smoke reduced air quality in Whatcom County. In August 2018, wildfires occurring in the region caused the highest concentration of particulate matter in Whatcom County in a decade, reaching the following levels at data collection sites in Whatcom County (see Figure 28):

- Nearly 125 $\mu\text{g}/\text{m}^3$ in Lyden/Custer
- 116 $\mu\text{g}/\text{m}^3$ in Bellingham
- 111 $\mu\text{g}/\text{m}^3$ in Anacortes [45].

These values are nearly 70 times higher than the daily average concentration in Whatcom County in August 2019, a month and year when wildfire activity was significantly lower compared to prior years (see Figure 27).



CLIMATE TRENDS AND PROJECTED IMPACTS

Figure 28. Average daily air quality in Whatcom County, August 2018. During the severe Canadian wildfires, Whatcom County experienced its highest concentration of particulate matter of the decade reaching nearly $125 \mu\text{g}/\text{m}^3$. This concentration is nearly 70 times larger than the daily average during the month of August 2019 (see Figure 29) [45].

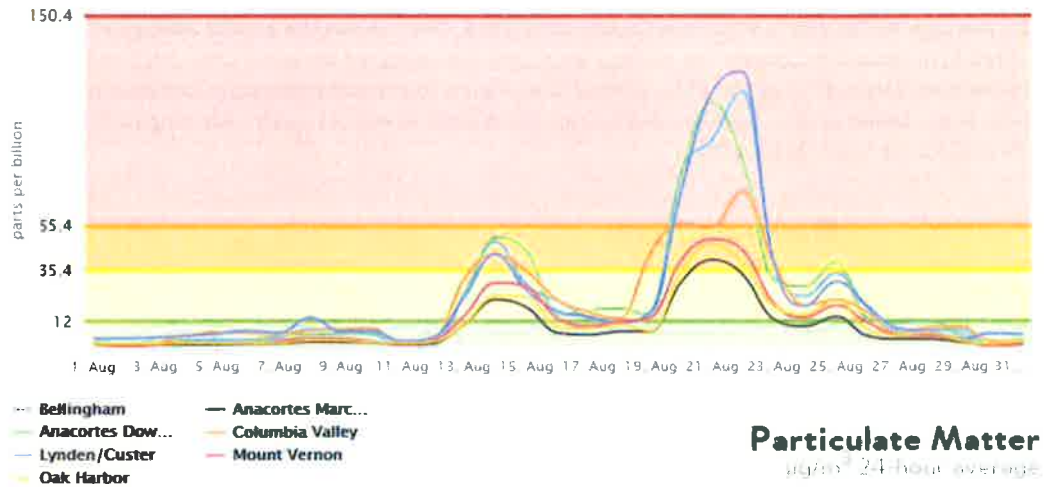
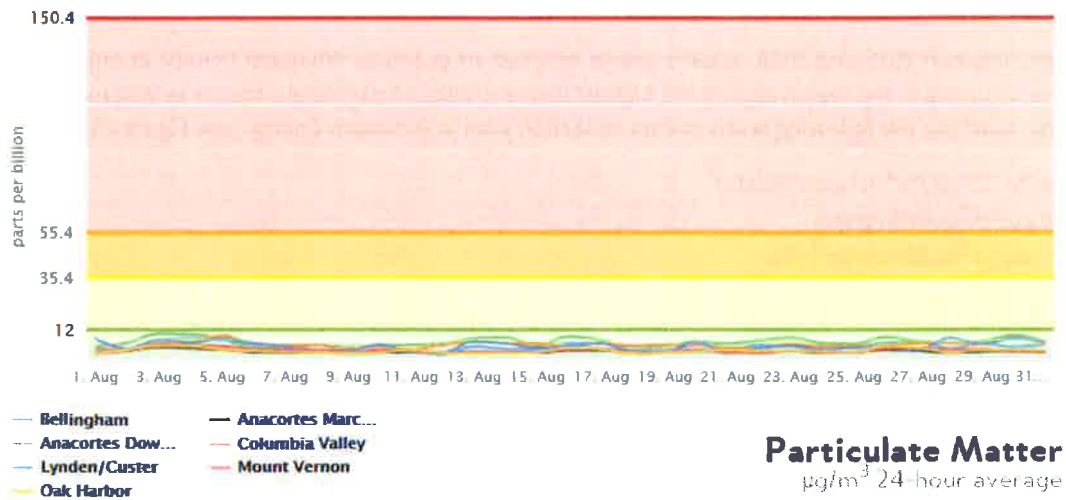


Figure 29. Average daily air quality in Whatcom County, August 2019. Daily averages for particulate matter concentration were more aligned with historical averages during this period when there were no major wildfires occurring in the region [45].





Projected future changes

- **Specific projections of future air quality are not available, but in the future, Whatcom County can expect periods of poor air quality due to increased wildfire activity** in the Pacific Northwest, especially during the summer and early fall.
- Additionally, **warmer temperatures and increases in ozone pollution** may reduce Whatcom County's air quality.

The primary potential impact on Whatcom County's air quality in the future is increased wildfire occurrences and intensity across the Pacific Northwest. More wildfire activity may increase particulate pollution across Whatcom County [46]. Wildfires will also damage forests' ability to provide valuable ecosystem services, such as filtering pollutants from the environment. Ecosystem services will be further stressed by climate change impacts that are projected to damage Washington's forests in the long term by limiting some plant species' survival and increasing threats to plants such as fire, insect outbreaks, and disease [47].

Air quality may also worsen due to potential increases in ground-level ozone pollution. Ozone is generated when nitrogen oxides and volatile organic compounds (produced by vehicles and industrial processes) interact with heat and sunlight. With increasing air temperatures, ozone may increase and could reach levels that pose health risks for people engaged in outdoor activities [47].



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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: AB2020-587

File ID:	AB2020-587	Version:	1	Status:	Held In Committee
File Created:	11/30/2020	Entered by:	PRice@co.whatcom.wa.us		
Department:	Information Technology Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a three-year agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #AR2474 and State of Washington Participating Addendum #05116, between Whatcom County and CenturyLink Communications, LLC for telecommunications trunk line services, in the amount of \$106,127.17

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached staff memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
12/08/2020	Council Finance and Administrative Services Committee	HELD IN COMMITTEE	Council Finance and Administrative Services Committee
12/08/2020	Council	HELD IN COMMITTEE	Council Finance and Administrative Services Committee

Attachments: Staff Memo, Proposed Contract



MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
Whatcom County Council

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Perry Rice, IT Manager *PJR*

RE: Contract for Telecommunications Trunk Line Services

DATE: November 29, 2020

Enclosed for your consideration is the proposed agreement between Whatcom County and CenturyLink Communications, LLC (CenturyLink) for telecommunications trunk line services.

• **Background and Purpose**

Whatcom County currently has five CenturyLink telecommunications Primary Rate Interface (PRI) trunk lines in place that are used for all outgoing and incoming local telecommunications calls to Whatcom County government buildings. This service also provides:

- PS/ALI (private switch/automatic location identification) used for E911
- Over 2,000 Direct Inward Dial (DID) numbers.

CenturyLink is in the process of transitioning customers from PRI to Session Initiation Protocol (SIP) trunk lines. The CenturyLink SIP trunk line product is called Voice Complete. SIP trunk lines allow more flexibility for disaster recovery, reporting and will be less costly than continuing with PRI trunk lines in the future.

This proposed three-year agreement with CenturyLink for the Voice Complete services uses favorable prices established by the nationwide NASPO Value Point – Cloud Solutions contract (Master Agreement #AR2474) and the State of Washington Participating Addendum (Contract #05116). City of Bellingham and over 30 other local government entities in the State of Washington are now using the CenturyLink Voice Complete services using the state contract.

In a second phase of this project, Whatcom County will be re-evaluating long distance calling services of our current vendor (Magna5) with Voice Complete and other vendor offerings.

• **Funding Amount and Source**

This agreement is \$2,947.98 per month which includes estimated taxes, fees and surcharges which vary over time. The total estimated amount over the three-year agreement would be \$106,127.17. The source of funding are interfunds to all county departments.

Please contact Perry Rice at x5235 if you have any questions regarding this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202012002

Originating Department:	Administrative Services								
Division/Program: (i.e. Dept. Division and Program)	AS-IT-Telecommunications								
Contract or Grant Administrator:	Perry Rice								
Contractor's / Agency Name:	CenturyLink Communications, LLC								
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: 3.08.100 (>\$40,000) Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): NASPO #AR2474 Contract Cost Center: 1									
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 type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input checked="" 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 type="checkbox"/> Professional services agreement for certified/licensed professional.	<input checked="" 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).	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input checked="" 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).									
Contract Amount:(sum of original contract amount and any prior amendments): \$ 106,127.17 (Includes est. taxes, fees & surcharges) 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: _____									
Request authorization for the County Executive to enter into a three-year agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #AR2474 and State of Washington Participating Addendum #05116, between Whatcom County and CenturyLink Communications, LLC for telecommunications trunk line services, in the amount of \$106,127.17									
Term of Contract: 3-Year	Expiration Date: December 2023								

Contract Routing:	1. Prepared by: P. Rice	Date: 11/29/2020
	2. Attorney signoff: <u>K. Frakes e-mail Approval / P.R.</u>	Date: <u>11/30/2020</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>11/30/2020</u>
	4. IT reviewed (if IT related): P. Rice	Date: 11/29/2020
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.: <u>✓</u>	Date: <u>12-2-2020</u>
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

Statement of Work ("SOW")
Customer: Whatcom County

WHATCOM COUNTY
CONTRACT NO.
2020/2002

CONTACT INFORMATION

Customer:	Whatcom County		
Address:	311 Grand Ave, Suite #305 Bellingham, WA 98225		
Job Number:			
Customer Primary Contact		CenturyLink Primary Contact:	
Name:	Perry Rice	Name:	Bill Olson
Address:	311 Grand Avenue, Suite #305 Bellingham, WA 98225	Address:	
Telephone:	3607785235	Telephone:	2067785001
Email:	price@co.whatcom.wa.us	Email:	bill.olson@centurylink.com
Customer Billing/Accounts Payable		CenturyLink Services Billing	
Name:	Tami Gee-Hardy	Name:	CenturyLink Business Services
Address:	311 Grand Avenue, Suite #305 Bellingham, WA 98225	Address:	P.O. Box 52187, Phoenix, AZ 85072-2187
Telephone:	3607785236	Telephone:	1-800-860-1020
Fax:		Website:	https://controlcenter.centurylink.com
Email:	IT_Purchases@co.whatcom.wa.us		

Agreement Pramata ID #1068385 and #1184578
Quote Number: 11795007

This Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the Services to be provided to Whatcom County ("Customer") by CenturyLink Communications, LLC ("CenturyLink"). This SOW is subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474) and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink, under which Customer is an authorized Purchasing Entity, subject to the Level 3 Enterprise Voice SIP-Based Services Service Schedule of the Master Agreement #AR2474 that apply specifically to the Services (collectively, the "Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement. This SOW shall constitute an Order under the Agreement.

The scope of this project is to provide a Voice Complete with Microsoft Office 365 solution to Customer locations. The specific Services are as priced on the Quote attached to this SOW and incorporated by reference. Customer will purchase the Services by executing an Order with CenturyLink that references this SOW. No statewide IT policies will apply to the Services being offered under this SOW, including those referenced in Section 3.7 of Contract #05116.

Customer: Whatcom County

CenturyLink Communications, LLC

Authorized Signature

Satpal Singh Sidhu

Name Typed or Printed

Whatcom County Executive

Title

Date

Authorized Signature

Name Typed or Printed

Offer Management

Title

Date

WHATCOM COUNTY:

Recommended for Approval:

172.R 11/29/2020
IT Manager Date

Approved as to form:

Approved by E-mail / KF / PR 11/30/2020
Prosecuting Attorney Date

VOICE COMPLETE SERVICE: Please refer to attached IFO Order Form/Quote #11795007 (see attached).

MICROSOFT OFFICE 365: As noted in the NASPO Cloud Master Agreement, this product requires click to accept terms on CenturyLink's website at <https://apps.centurylink.com/bundles/office365>.

CenturyLink Pricing Exhibit 3					
Microsoft® Office 365 from CenturyLink		Business		Enterprise	
		Business Essential (B1)	Business Premium (B2)	ProPlus	Enterprise Premium (E3)
Target	Price per user per month \$USD (with annual commitment)	\$5	\$12.50	\$12	\$20
	Seat Cap	300 (for each plan)		Unlimited	
	24/7 phone support from CenturyLink	Tier 1, Tier 2		Tier 1, Tier 2	
Standard	Install Office desktop applications on up to 5 computers per user (Office)	Business ¹		ProPlus ²	ProPlus ²
	Access to Office apps and documents from all major smartphones and iPad	•		•	•
	Office Online - online versions of core Office apps for collaborating on documents	•	•	•	•
	OneDrive for Business - 1TB personal online document storage	•	•	•	•
	Email - 50 GB email, contacts, shared calendars (Exchange)	•	•	•	•
	Online meetings - Web conferencing, IM, video, presence (Skype for Business)	•	•	•	•
	Sites - team collaboration & internal portals, public website (SharePoint)	•	•	•	•
	Private social networking (Yammer)	•	•	•	•
Advanced	On-premises Active Directory synchronization for single sign on	•	•	•	•
	Supports hybrid deployment with on-premises servers			•	•
	Upcoming services: Oslo, Video content management			•	•
	Legal compliance & archiving needs for email - archiving, eDiscovery, mailbox hold				•
	Information protection - message encryption, rights management, data loss prevention				•

1. Includes Word, Excel, PowerPoint, Outlook, OneNote, Publisher

2. Adds Access, InfoPath, Group Policy, Telemetry, Shared Computer Activation (RDS), Push Deployment, Update Controls, IRM, DLP, B1, Voicemail, Site Mailboxes, Archiving & Retention

Proposal prepared for WHATCOM COUNTY - WA - Quote# 11795007 - S

LUMEN®

Quote # 11795007

Quote # 11755007													
Proposal													
Pricing Prepared For			Prepared On		Price Valid Until		Currency	Total Mrc	Total Nrc				
WHATCOM COUNTY - WA			12/01/2020		02/25/2021		USD	750.00	0.00				
Voice Complete (Access Only)													
Term		Total Mrc				Total Nrc				# Sites			
3 Years		750.00				.00				1			
Location				Universal Service Fund	Summary		Local Access		Coordinated Services				
Site Name	Country	Site Address		USF	Mrc	Nrc	Mrc	Nrc	Coordinated Service Type	Asset/Circuit ID			
BELLINGHAM_WA	USA	311 GRAND AVE BELLINGHAM, WA 98225		Interstate	750.00	.00	750.00	.00					
Product Details													
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 311 GRAND AVE BELLINGHAM, WA 98225 Off Net Access - T1 (1.5 Mb) - [Quantity = 5, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]			5	750.00(150.00 each)	0.00(0.00 each)								

Proposal prepared for WHATCOM COUNTY - WA - Quote# 11795007 - S

Voice Complete Standard											
Term	Total Mrc			Total Nrc			# Sites				
3 Years	See Rate Sheet			See Rate Sheet			See Rate Sheet				
Summary				Coordinated Services							
Mrc		Nrc		Coordinated Service Type			Asset/Circuit ID				
.00		.00									
Product Details											
Description				Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
Voice Complete				See Rate Sheet							

Order Terms and Conditions	
<p>1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.</p> <p>2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.</p> <p>3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.</p> <p>4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and CenturyLink Communications, LLC d/b/a Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.</p> <p>Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.</p> <p>5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.</p> <p>6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.</p> <p>7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.</p> <p>8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at https://www.centurylink.com/business/login/), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.</p> <p>9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.</p> <p>10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.</p>	
911 Acknowledgement	
<p>BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT http://www.centurylink.com/legal/HVQSIP/911advisory.pdf.</p>	
Declarations and Signatures	
Customer submits this document as a Customer Order.	
Authorized Signature:	
Name:	
Title:	
Date:	

Voice Rates prepared for WHATCOM COUNTY - WA- Quote# 11795007



Voice Rate Sheet

Deal# 10572934

Quote# 11795007

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	WHATCOM COUNTY - WA	USD	3 Years	2/25/2021	10/9/2019 3:43:12 PM

CCP (Concurrent Call Path)							
Currency	CCP Plan 1 MRC	CCP Plan 2 MRC	CCP Plans CCP Plan 3 MRC	CCP Plan 4 MRC	CCP Plan 5 MRC	Measured MRC	
USD	10.00	30.00	37.00	41.00	90.00	8.00	
GBP	8.17	24.50	30.21	33.48	73.49	6.53	
EUR	9.12	27.35	33.73	37.37	82.04	7.29	

*Plan maximum included minutes of 5000 minutes per CCP.

□ Plan 1 includes United States Local Calling

□ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France

□ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany

□ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands

□ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile: 3 Mobile, O2, EE (Orange), T-Mobile, Vodafone

□ Measured: Every call is rated

CCP (Concurrent Call Path)							
Voice Order Change Charge		Call Type Feature Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes			
Currency	MRC	NRC	MRC	NRC	MRC	NRC	NRC
USD		100.00		250.00	10.00		15.00
GBP		81.66		204.14	8.17		12.25
EUR		91.15		227.88	9.12		13.67

Feature Packs							
Feature Pack 1		Feature Pack 2		Mobility Feature Pack			
Currency	MRC	NRC	MRC	NRC	MRC	NRC	NRC
USD			3.00		3.00		
GBP			2.45		2.45		
EUR			2.73		2.73		

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1 MRC	Prepaid Minute Plan 2 MRC	Prepaid Minute Plan 3 MRC	Prepaid Minute Plan 4 MRC	Prepaid Minute Plan 5 MRC

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10,000 Prepaid Minutes	24.00	99.75	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	498.75	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid Minutes					

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	19.60	81.45	103.75	137.18	294.73
50,000 Prepaid Minutes	97.99	407.27	518.73	664.49	1473.66
100,000 Prepaid Minutes	195.98	814.53	1037.46	1328.97	2947.32
250,000 Prepaid Minutes	465.45	1975.24	2463.96	3156.31	6999.89
500,000 Prepaid Minutes	911.30	3869.03	4824.18	6179.73	13705.04
750,000 Prepaid Minutes	1322.85	5681.36	7002.83	8970.57	19894.41
1,000,000 Prepaid Minutes	1724.60	7330.79	9129.00	11694.96	25936.41
Customized Prepaid Minutes					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	21.88	90.92	115.81	153.14	329.00
50,000 Prepaid Minutes	109.38	454.62	579.04	741.75	1645.01
100,000 Prepaid Minutes	218.76	909.24	1158.08	1483.50	3290.02
250,000 Prepaid Minutes	519.57	2204.91	2750.45	3523.30	7813.79
500,000 Prepaid Minutes	1017.26	4318.89	5385.10	6898.27	15298.57
750,000 Prepaid Minutes	1476.66	6341.95	7817.08	10013.61	22207.60
1,000,000 Prepaid Minutes	1925.13	8183.16	10190.46	13054.77	28952.12
Customized Prepaid Minutes					

□ Plan 1 includes United States Local Calling
□ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden
□ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands
□ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain
□ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands and Belgium UK mobile Calling: 3 Mobile, 02, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing Additional Listing	5.00	4.08	4.56	3.00	2.45	2.73
Directory Listing Caption	5.00	4.08	4.56	3.00	2.45	2.73
Directory Listing Foreign Additional Listing	12.00	9.80	10.94	3.00	2.45	2.73
Directory Listing Non Pub	3.00	2.45	2.73	3.00	2.45	2.73
Directory Listing Primary Listing						
Directory Listing Un Listed	3.00	2.45	2.73	3.00	2.45	2.73
Interstate - Per Call Surcharge Directory Assistance				1.99	1.63	1.81
Intrastate - Per Call Surcharge Directory Assistance				0.69	0.56	0.63

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LD Oper Chg: Person-to-Person Per Call Surcharge				3.50	2.86	3.19
LD Oper Chg: Station-to-Station Per Call Surcharge				1.75	1.43	1.60
Telephone Number Vanity Charge				100.00	81.66	91.15
Telephone Number	0.15	0.12	0.14			
Port Charge Per Telephone Number						
Telephone Number with Lync 911	0.50	0.41	0.46	2.00	1.63	1.82

National Voice Services Outbound - United States									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Interstate	.0125	.0102	.0114						
Intrastate (All States)	.0125	.0102	.0114						
Local	.0125	.0102	.0114						

National Voice Services - UK						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.08	4.56	3.00	2.45	2.73
Telephone Number	1.00	0.82	0.91			
Telephone Number Vanity Charge				100.00	81.66	91.15
Port Charge Per Telephone Number				2.00	1.63	1.82

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0092	.0075	.0084						
03 UK Wide	.0150	.0122	.0137						
Message Svc / Personal Number C	.1916	.1565	.1746						
Mobile FM10	.0443	.0362	.0404						
Mobile FM11	.3525	.2878	.3213						
Mobile FM12	.0263	.0215	.0240						
Mobile FM13	.3263	.2664	.2974						
Mobile FM14	.0353	.0288	.0322						
Mobile FM15	.0263	.0215	.0240						
Mobile FM16	.0263	.0215	.0240						
Mobile FM17	.1320	.1078	.1203						
Mobile FM2	.2700	.2205	.2461						
Mobile FM7	.2700	.2205	.2461						
Mobile FM8	.0263	.0215	.0240						
Mobile/Personal Number F	.5250	.4287	.4785						
New Voice Services G21	.0120	.0098	.0109						
NGCS Service Charge SC001									
NGCS Service Charge SC002	.0179	.0146	.0163						

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NGCS Service Charge SC003	.0357	.0292	.0325						
NGCS Service Charge SC004	.0536	.0438	.0489						
NGCS Service Charge SC005	.0714	.0583	.0651						
NGCS Service Charge SC006	.0893	.0729	.0814						
NGCS Service Charge SC007	.1071	.0875	.0976						
NGCS Service Charge SC008	.1250	.1021	.1139						
NGCS Service Charge SC009	.1429	.1167	.1303						
NGCS Service Charge SC010	.1607	.1312	.1465						
NGCS Service Charge SC011	.1786	.1458	.1628						
NGCS Service Charge SC012	.1964	.1604	.1790						
NGCS Service Charge SC013	.2143	.1750	.1953						
NGCS Service Charge SC014	.2321	.1895	.2116						
NGCS Service Charge SC015	.2679	.2188	.2442						
NGCS Service Charge SC016	.3571	.2916	.3255						
NGCS Service Charge SC017	.4464	.3645	.4069						
NGCS Service Charge SC018	.5357	.4374	.4883						
NGCS Service Charge SC019	.6250	.5104	.5697						
NGCS Service Charge SC020	.6429	.5250	.5860						
NGCS Service Charge SC021	.7143	.5833	.6511						
NGCS Service Charge SC022	.8036	.6562	.7325						
NGCS Service Charge SC023	.8214	.6707	.7487						
NGCS Service Charge SC024	.8929	.7291	.8139						
NGCS Service Charge SC025	.9821	.8020	.8952						
NGCS Service Charge SC026	1.0714	.8749	.9766						
NGCS Service Charge SC027	1.1607	.9478	1.0580						
NGCS Service Charge SC028	1.2500	1.0207	1.1394						
NGCS Service Charge SC029	1.3393	1.0936	1.2208						
NGCS Service Charge SC030	1.4286	1.1666	1.3022						
NGCS Service Charge SC031	1.6071	1.3123	1.4649						
NGCS Service Charge SC032	1.6964	1.3852	1.5463						
NGCS Service Charge SC033	1.7679	1.4436	1.6115						
NGCS Service Charge SC034	1.7857	1.4582	1.6277						
NGCS Service Charge SC035	1.9643	1.6040	1.7905						
NGCS Service Charge SC036	2.1429	1.7498	1.9533						
NGCS Service Charge SC037	2.5893	2.1144	2.3602						
NGCS Service Charge SC038	2.6786	2.1873	2.4416						
NGCS Service Charge SC039	2.7679	2.2602	2.5230						
NGCS Service Charge SC040	3.2143	2.6247	2.9299						
NGCS Service Charge SC041	3.5714	2.9163	3.2554						
NGCS Service Charge SC042	3.9286	3.2080	3.5810						
NGCS Service Charge SC043	4.4643	3.6454	4.0693						

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NGCS Service Charge SC044	5.3571	4.3745	4.8831						
NGCS Service Charge SC045	6.4286	5.2494	5.8598						
NGCS Service Charge SC046				.0893	.0729	.0814			
NGCS Service Charge SC047				.1786	.1458	.1628			
NGCS Service Charge SC048				.2679	.2188	.2442			
NGCS Service Charge SC049				.4464	.3645	.4069			
NGCS Service Charge SC050				.5357	.4374	.4883			
NGCS Service Charge SC051				.6250	.5104	.5697			
NGCS Service Charge SC052				.7143	.5833	.6511			
NGCS Service Charge SC053				.8571	.6999	.7813			
NGCS Service Charge SC054				.8929	.7291	.8139			
NGCS Service Charge SC055				1.2500	1.0207	1.1394			
NGCS Service Charge SC056				1.3393	1.0936	1.2208			
NGCS Service Charge SC057				1.7857	1.4582	1.6277			
NGCS Service Charge SC058				2.5893	2.1144	2.3602			
NGCS Service Charge SC059				2.6786	2.1873	2.4416			
NGCS Service Charge SC060				3.5714	2.9163	3.2554			
NGCS Service Charge SC061				4.4643	3.6454	4.0693			
NGCS Service Charge SC062				5.3571	4.3745	4.8831			
NGCS Service Charge SC063				7.1429	5.8327	6.5109			
NGCS Service Charge SC064				8.9286	7.2909	8.1386			
NGCS Service Charge SC065				10.7143	8.7490	9.7663			
NGCS Service Charge SC066	1.3750	1.1228	1.2533	2.7679	2.2602	2.5230			
NGCS Service Charge SC067	1.4286	1.1666	1.3022	.4464	.3645	.4069			
NGCS Service Charge SC068	2.4750	2.0210	2.2560	7.1250	5.8181	6.4946			
NGCS Service Charge SC069	2.4145	1.9716	2.2009	8.9100	7.2757	8.1216			
NGCS Service Charge SC070	4.9050	4.0053	4.4710				9.8250	8.0228	8.9557
NGCS Service Charge SC071	5.3400	4.3605	4.8675				10.2450	8.3658	9.3385
NGCS Service Charge SC072	6.2250	5.0832	5.6742				12.4650	10.1786	11.3621
NGCS Service Charge SC073	4.4700	3.6501	4.0745						
NGCS Service Charge SC074	.0893	.0729	.0814				.0893	.0729	.0814
NGCS Service Charge SC075	.1785	.1458	.1627				.1785	.1458	.1627
NGCS Service Charge SC076	.7143	.5833	.6511				.7143	.5833	.6511
NGCS Service Charge SC077	1.2500	1.0207	1.1394				1.2500	1.0207	1.1394
NGCS Service Charge SC078	2.6786	2.1873	2.4416				2.6786	2.1873	2.4416
NGCS Service Charge SC079	3.5715	2.9164	3.2555				3.5715	2.9164	3.2555
NGCS Service Charge SC080	6.0000	4.8994	5.4691				6.0000	4.8994	5.4691
Non Emergency Number FF31				.2330	.1903	.2124			
Pager Services Fixed Fee FF3				.6383	.5212	.5818			
Pager Services Fixed Fee FF8				.6383	.5212	.5818			
Pager Services Fixed Fee FF9				.6383	.5212	.5818			

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Pager Services Nofee								
Pager/Messaging R	.0383	.0313	.0349					
Personal Number D	.1916	.1565	.1746					
Personal Number E	.0495	.0404	.0451					
Personal Number J	.5700	.4654	.5196					
Personal Number K	.6750	.5512	.6153					
Personal Number PN1	.4200	.3430	.3828					
Personal Number PN10	.7950	.6492	.7247					
Personal Number PN11	.8700	.7104	.7930					
Personal Number PN12	.5850	.4777	.5332					
Personal Number PN13	.8250	.6737	.7520					
Personal Number PN14	.6750	.5512	.6153					
Personal Number PN15	.2400	.1960	.2188					
Personal Number PN16	.2625	.2144	.2393					
Personal Number PN17	.2925	.2388	.2666					
Personal Number PN18	.3150	.2572	.2871					
Personal Number PN19	.1650	.1347	.1504					
Personal Number PN2	1.1550	.9431	1.0528					
Personal Number PN20	.5100	.4165	.4649					
Personal Number PN21	.8850	.7227	.8067					
Personal Number PN22	.0825	.0674	.0752					
Personal Number PN3	.1125	.0919	.1025					
Personal Number PN4	.5550	.4532	.5059					
Personal Number PN5	.3450	.2817	.3145					
Personal Number PN6	.4650	.3797	.4239					
Personal Number PN7	3.4500	2.8172	3.1447	.6383	.5212	.5818		
Personal Number PN8	.4125	.3368	.3760					
Personal Number PN9	.4950	.4042	.4512					
RadioPager Services Service Local Nts L3	.0639	.0522	.0582					
UK Mobile	.0195	.0159	.0178					
Wifi Services FW1	.1500	.1225	.1367					
Wifi Services FW10	.1500	.1225	.1367					
Wifi Services FW12	.1500	.1225	.1367					
Wifi Services FW2	.1500	.1225	.1367					
Wifi Services FW3	.1500	.1225	.1367					
Wifi Services FW4	.1500	.1225	.1367					
Wifi Services FW5	.3000	.2450	.2735					
Wifi Services FW6	.3000	.2450	.2735					
Wifi Services FW7	.1500	.1225	.1367					
Wifi Services FW8	.1500	.1225	.1367					
Wifi Services FW9	.1500	.1225	.1367					

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National Voice Services - Germany						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.08	4.56	3.00	2.45	2.73
Port Charge Per 10 Consecutive Telephone Number				13.20	10.78	12.03
Port Charge Per 100 Consecutive Telephone Number				2.20	1.80	2.01
Port Charge Per Telephone Number				132.00	107.79	120.32
Telephone Number	1.00	0.82	0.91	5.60	4.57	5.10
Telephone Number Vanity Charge				100.00	81.66	91.15

National Voice Services Outbound - Germany						
	Rates are per minute / 18 second minimum / 6 second rounding					
	Rate Per Minute			Rate Per Call		
	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0110	.0090	.0100			
Directory Assistance 118	2.8956	2.3645	2.6394			
Directory Assistance 11833	5.7750	4.7157	5.2640	19.2430	15.7133	17.5404
Directory Assistance 11834	5.7750	4.7157	5.2640	19.2430	15.7133	17.5404
Emergency Services						
Freephone 800						
Germany Mobile	.0532	.0434	.0485			
Mass Transit 13	.2459	.2008	.2241			
Mass Transit 1371				.2459	.2008	.2241
Mass Transit 1375				.2459	.2008	.2241
Mass Transit 1376				.4391	.3586	.4002
Mass Transit 1377				1.7562	1.4341	1.6008
Mass Transit 1378				.8782	.7171	.8005
Mass Transit 1379				.8782	.7171	.8005
Mobile-Others	.4114	.3359	.3750			
National Subscriber 32	.0559	.0456	.0510			
Pager Services 16	.3266	.2667	.2977			
Pager Services 169				.8607	.7028	.7845
Pager Services 1695	1.3066	1.0669	1.1910			
Pager Services 16953				2.1514	1.7568	1.9610
Personal Number 700	.1990	.1625	.1814			
Premium 900	6.6000	5.3894	6.0160	21.9920	17.9581	20.0461
Shared Cost 1801	.0686	.0560	.0625			
Shared Cost 1802				.1053	.0860	.0960
Shared Cost 1803	.1581	.1291	.1441			
Shared Cost 1804				.3513	.2869	.3202
Shared Cost 1805	.2459	.2008	.2241			

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National Voice Services - France						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.08	4.56	3.00	2.45	2.73
Port Charge Per 10 Consecutive Telephone Number				22.00	17.96	20.05
Port Charge Per 100 Consecutive Telephone Number				8.80	7.19	8.02
Port Charge Per Telephone Number				151.80	123.96	138.37
Telephone Number	1.00	0.82	0.91			
Telephone Number Vanity Charge				100.00	81.66	91.15

National Voice Services Outbound - France									
	Rates are per minute / 18 second minimum / 6 second rounding								
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0045	.0037	.0041						
Administrative Information									
Directory Enquiry 118000	3.4322	2.8026	3.1285	3.4322	2.8026	3.1285			
Directory Enquiry 118006	.5428	.4432	.4948	2.1713	1.7730	1.9792	2.7143	2.2164	2.4741
Directory Enquiry 118008	1.4630	1.1946	1.3336	1.4630	1.1946	1.3336			
Directory Enquiry 118050	.5428	.4432	.4948	2.1713	1.7730	1.9792	2.7143	2.2164	2.4741
Directory Enquiry 118222	1.4630	1.1946	1.3336	1.4630	1.1946	1.3336			
Directory Enquiry 118318	.5428	.4432	.4948	2.1713	1.7730	1.9792	2.7143	2.2164	2.4741
Directory Enquiry 118444				.0116	.0095	.0106			
Directory Enquiry 118500	.3620	.2956	.3300	1.2666	1.0343	1.1545			
Directory Enquiry 118700				4.8317	3.9454	4.4042			
Directory Enquiry 118711	.5428	.4432	.4948	1.2666	1.0343	1.1545			
Directory Enquiry 118712	.7314	.5972	.6667	2.5410	2.0749	2.3162			
Directory Enquiry 118888	1.8096	1.4777	1.6495	1.8096	1.4777	1.6495			
Directory Enquiry 118999	.3620	.2956	.3300	1.6286	1.3299	1.4845			
Directory Enquiry 1187									
France Mobile	.0280	.0229	.0255						
Freephone 080									
Internet Access	.0375	.0306	.0342	.1848	.1509	.1684			
Local Rate 3	.0480	.0392	.0438	.1358	.1109	.1238			
Personal Numbers 087	.0357	.0292	.0325						
Personal Numbers 0873	.0472	.0385	.0430						
Premium 08360	.1123	.0917	.1024				.2069	.1689	.1886
Premium 083601	.2069	.1689	.1886						
Premium 0836019301	.0375	.0306	.0342				.1848	.1509	.1684
Premium 0836097	.1331	.1087	.1213						
Premium 083660	.6203	.5065	.5654				.4137	.3378	.3771
Premium 0836603				1.8612	1.5198	1.6965			
Premium 0836604	1.7821	1.4552	1.6244				.2069	.1689	.1886

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Premium 0836622	.1033	.0844	.0942						
Premium 0890	.2751	.2246	.2508				.2751	.2246	.2508
Premium 089064	.2069	.1689	.1886				.2069	.1689	.1886
Premium 08907	.2069	.1689	.1886				.2069	.1689	.1886
Premium 0891	.4137	.3378	.3771				.4137	.3378	.3771
Premium 0892	.6203	.5065	.5654				.6203	.5065	.5654
Premium 0897				1.0340	.8443	.9425			
Premium 0899	.6203	.5065	.5654	2.4815	2.0263	2.2619	3.1021	2.5331	2.8276
Premium 089970	.6203	.5065	.5654	2.4815	2.0263	2.2619			
Shared Cost 081	.0490	.0400	.0447	.1363	.1113	.1242			
Shared Cost 0820	.2069	.1689	.1886	.1965	.1605	.1791			
Shared Cost 082020	.1568	.1280	.1429	.1965	.1605	.1791			
Shared Cost 082021	.1568	.1280	.1429	.1965	.1605	.1791			
Shared Cost 082022	.1568	.1280	.1429	.1965	.1605	.1791			
Shared Cost 082048	.1568	.1280	.1429	.1965	.1605	.1791			
Shared Cost 0821	.2069	.1689	.1886	.1965	.1605	.1791			
Shared Cost 082111	.1568	.1280	.1429	.1965	.1605	.1791			
Shared Cost 082161	.1568	.1280	.1429	.1965	.1605	.1791			
Shared Cost 0825	.2613	.2134	.2382	.1965	.1605	.1791			
Shared Cost 0826	.2613	.2134	.2382	.1965	.1605	.1791			
Shared Cost 1044	.0480	.0392	.0438	.1358	.1109	.1238			
Short Number 320	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3203	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3210	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3213	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3214	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3215	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3216	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3217	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3218	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3219	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 322	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3223	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3229	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 323	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3234	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3236	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3240	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3242	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3243	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3245	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			

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Short Number 325	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3253	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3256	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3258	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 326	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3260	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 327	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3270	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3275	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 328	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3281	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 329	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3299	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3600	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3601	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3602	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3603	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3604	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3605	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3606	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3608	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3610	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3611	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3618	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3620	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3621	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3624	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3626	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 363	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3634	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3635	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3637	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3639	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3644	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3650	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3655	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3656	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 366	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3660	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3666	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3667	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			

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Short Number 367	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3677	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3678	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3680	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 369	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 3699	1.9243	1.5713	1.7540	7.2000	5.8793	6.5629			
Short Number 390	.0506	.0413	.0461	.1430	.1168	.1303			
Short Number 3910	.2177	.1778	.1984						
Short Number 3911	.6203	.5065	.5654	2.4815	2.0263	2.2619			
Short Number 3920	.6203	.5065	.5654						
Short Number 3922	.6203	.5065	.5654	2.4815	2.0263	2.2619			
Short Number 393	.6203	.5065	.5654						
Short Number 3939	.0506	.0413	.0461	.1430	.1168	.1303			
Short Number 3940	.6203	.5065	.5654						
Short Number 3969	.6203	.5065	.5654						
Short Number 397	.0506	.0413	.0461	.1430	.1168	.1303			
Short Number 3980				1.0340	.8443	.9425			
Short Number 399	.0506	.0413	.0461	.1430	.1168	.1303			

National Voice Services - Netherlands						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.08	4.56	3.00	2.45	2.73
Port Charge Per 10 Consecutive Telephone Number				50.60	41.32	46.12
Port Charge Per 100 Consecutive Telephone Number				5.50	4.49	5.01
Port Charge Per Telephone Number				74.80	61.08	68.18
Telephone Number	1.00	0.82	0.91			
Telephone Number Vanity Charge				100.00	81.66	91.15

National Voice Services Outbound - Netherlands									
	Rates are per minute / 15 second minimum / 6 second rounding								
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0132	.0108	.0120						
Business Number 088	.0275	.0225	.0251	.0550	.0449	.0501			
Data Services 67	.2200	.1796	.2005						
Data Services 672	.2860	.2335	.2607						
Data Services 673	.2860	.2335	.2607						
Data Services 67400	.4355	.3556	.3970						
Data Services 67500	.5565	.4544	.5073						
Data Services 67777	.1320	.1078	.1203						
Data Services 678	.9919	.8100	.9041						
Data Services 679	.9919	.8100	.9041						

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Data Services 67100	.1018	.0831	.0928	.8468	.6915	.7719			
Freephone 800									
Netherlands Mobile	.0575	.0470	.0524						
Pager Services 65				1.4630	1.1946	1.3336			
Pager Services 656				.4598	.3755	.4191			
Pager Services 6570				.4598	.3755	.4191			
Pager Services 6571				.4598	.3755	.4191			
Pager Services 6572				.4598	.3755	.4191			
Pager Services 6573				.4598	.3755	.4191			
Pager Services 6574				.4598	.3755	.4191			
Pager Services 6599	.9423	.7695	.8589						
Pager Services 6600	.6270	.5120	.5715						
Pager Services 6601	.6270	.5120	.5715						
Pager Services 6602				1.0450	.8533	.9525			
Pager Services 6603				2.2781	1.8602	2.0765			
Pager Services 6604				1.3794	1.1264	1.2573			
Pager Services 6605				2.2781	1.8602	2.0765			
Pager Services 66066	.8360	.6827	.7620						
Pager Services 6607				1.3794	1.1264	1.2573			
Pager Services 6608				1.9228	1.5701	1.7527			
Pager Services 6609	.0477	.0390	.0435	.1625	.1327	.1481			
Pager Services 6616				.9423	.7695	.8589			
Pager Services 66160	.6270	.5120	.5715						
Pager Services 66161	.9423	.7695	.8589						
Pager Services 66162	.4180	.3413	.3810						
Pager Services 66163	1.4710	1.2012	1.3408						
Pager Services 66164	1.4710	1.2012	1.3408						
Pager Services 66165				1.8847	1.5390	1.7179			
Pager Services 66169	1.1495	.9387	1.0478						
Pager Services 66506				.7315	.5973	.6668			
Pager Services 66507				.7315	.5973	.6668			
Pager Services 66508				.7315	.5973	.6668			
Pager Services 66509				.7315	.5973	.6668			
Pager Services 66510				.1568	.1280	.1429			
Pager Services 66511				.1568	.1280	.1429			
Pager Services 66512	.0808	.0660	.0737	.0857	.0700	.0781			
Pager Services 66513				2.0915	1.7079	1.9064			
Pager Services 66519	.9423	.7695	.8589						
Pager Services 6653				1.4630	1.1946	1.3336			
Pager Services 665				1.2635	1.0317	1.1517			
Personal Assistance Services 84	.4180	.3413	.3810						

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Personal Assistance Services 8408	.6270	.5120	.5715					
Personal Assistance Services 84262	1.6778	1.3700	1.5293					
Personal Assistance Services 84263				2.7170	2.2186	2.4766		
Personal Assistance Services 8475	.1008	.0823	.0919	.0857	.0700	.0781		
Personal Assistance Services 8476	.0477	.0390	.0435	.0477	.0390	.0435		
Personal Assistance Services 848	.1254	.1024	.1143					
Personal Assistance Services 8485	.1008	.0823	.0919	.0857	.0700	.0781		
Personal Assistance Services 84899	.0477	.0390	.0435	.1625	.1327	.1481		
Personal Assistance Services 849								
Personal Assistance Services 870	.9500	.7757	.8659					
Personal Assistance Services 871	1.6778	1.3700	1.5293					
Personal Assistance Services 87193				2.7170	2.2186	2.4766		
Personal Assistance Services 873	.9423	.7695	.8589					
Personal Assistance Services 87500	.0550	.0449	.0501					
Personal Assistance Services 8765	1.4710	1.2012	1.3408					
Personal Assistance Services 87785	.0919	.0750	.0838					
Personal Assistance Services 87786	.0919	.0750	.0838					
Personal Assistance Services 87787	.0241	.0197	.0220	.0857	.0700	.0781		
Personal Assistance Services 87788	.0241	.0197	.0220	.0857	.0700	.0781		
Personal Assistance Services 8700								
Personal Assistance Services 8701	.0919	.0750	.0838	.0857	.0700	.0781		
Personal Assistance Services 87784	.7355	.6006	.6704					
Personal Assistance Services 87789								

National Voice Services - Belgium						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.08	4.56	3.00	2.45	2.73
Port Charge Per 10 Consecutive Telephone Number				19.80	16.17	18.05
Port Charge Per 100 Consecutive Telephone Number				13.20	10.78	12.03
Port Charge Per Telephone Number				26.40	21.56	24.06
Telephone Number	1.00	0.82	0.91			
Telephone Number Vanity Charge				100.00	81.66	91.15

National Voice Services Outbound - Belgium								
Rates are per minute / 15 second minimum / 5 second rounding								
	Rate Per Minute			Rate Per Call			Minimum Call Charge	
	USD	GBP	EUR	USD	GBP	EUR	USD	EUR
Local and National	.0350	.0286	.0319					
Belgium Mobile	.0427	.0349	.0389					
Clock service 1200				.1159	.0946	.1056		
Clock service 1300				.1159	.0946	.1056		
Emergency Services								

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Freephone 17									
Freephone 800									
Infokiosk 77									
Infokiosk 776	.7481	.6109	.6819	.0440	.0359	.0401			
Infokiosk 777	.7481	.6109	.6819	.0440	.0359	.0401			
Information Services 1207	.0653	.0533	.0595	1.9524	1.5943	1.7796	2.0200	1.6495	1.8413
Information Services 1307	.0653	.0533	.0595	1.9524	1.5943	1.7796			
Information Services 1313	.4546	.3712	.4144	1.8818	1.5366	1.7153			
Information Services 1414	.4546	.3712	.4144	4.9246	4.0213	4.4889			
Missing Child Hot Line 116000									
Pager Services 452				.5171	.4222	.4713			
Pager Services 453				.5171	.4222	.4713			
Pager Services 454				1.1700	.9554	1.0665			
Pager Services 458				.5171	.4222	.4713			
Pager Services 459				.5171	.4222	.4713			
Premium 70	.5456	.4455	.4973						
Premium 70231	.2727	.2227	.2486						
Premium 70246	.2727	.2227	.2486						
Premium 70270	.2727	.2227	.2486						
Premium 70271	.2727	.2227	.2486						
Premium 70272	.2727	.2227	.2486						
Premium 70273	.2727	.2227	.2486						
Premium 70274	.2727	.2227	.2486						
Premium 70442	.2727	.2227	.2486						
Premium 70445	.2727	.2227	.2486						
Premium 70474	.2727	.2227	.2486						
Premium 70650	.2727	.2227	.2486						
Premium 70651	.2727	.2227	.2486						
Premium 70652	.2727	.2227	.2486						
Premium 70653	.2727	.2227	.2486						
Premium 70654	.2727	.2227	.2486						
Premium 706634	.2727	.2227	.2486						
Premium 706635	.2727	.2227	.2486						
Premium 70680	.2727	.2227	.2486						
Premium 70681	.2727	.2227	.2486						
Premium 70682	.2727	.2227	.2486						
Premium 70683	.2727	.2227	.2486						
Premium 70684	.2727	.2227	.2486						
Premium 7070	.2727	.2227	.2486						
Premium 70752	.2727	.2227	.2486						
Premium 70753	.2727	.2227	.2486						

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Premium 707777	.2727	.2227	.2486						
Premium 900	.9092	.7424	.8288						
Premium 90025	.4546	.3712	.4144						
Premium 900425	.4546	.3712	.4144						
Premium 900502	.4546	.3712	.4144						
Premium 900503	.4546	.3712	.4144						
Premium 900770	.4546	.3712	.4144						
Premium 900771	.4546	.3712	.4144						
Premium 900772	.4546	.3712	.4144						
Premium 900773	.4546	.3712	.4144						
Premium 900774	.4546	.3712	.4144						
Premium 900775	.4546	.3712	.4144						
Premium 900820	.4546	.3712	.4144						
Premium 900821	.4546	.3712	.4144						
Premium 900822	.4546	.3712	.4144						
Premium 900823	.4546	.3712	.4144						
Premium 900824	.4546	.3712	.4144						
Premium 900889	.4546	.3712	.4144						
Premium 902	1.8181	1.4846	1.6572						
Premium 90215	1.3636	1.1135	1.2429						
Premium 902280	1.3636	1.1135	1.2429						
Premium 902281	1.3636	1.1135	1.2429						
Premium 902282	1.3636	1.1135	1.2429						
Premium 902283	1.3636	1.1135	1.2429						
Premium 902284	1.3636	1.1135	1.2429						
Premium 902330	1.3636	1.1135	1.2429						
Premium 902331	1.3636	1.1135	1.2429						
Premium 902332	1.3636	1.1135	1.2429						
Premium 902333	1.3636	1.1135	1.2429						
Premium 902334	1.3636	1.1135	1.2429						
Premium 902425	1.3636	1.1135	1.2429						
Premium 902426	1.3636	1.1135	1.2429						
Premium 90251	1.3636	1.1135	1.2429						
Premium 902522	1.3636	1.1135	1.2429						
Premium 902523	1.3636	1.1135	1.2429						
Premium 90254	1.3636	1.1135	1.2429						
Premium 902770	1.3636	1.1135	1.2429						
Premium 902771	1.3636	1.1135	1.2429						
Premium 902772	1.3636	1.1135	1.2429						
Premium 902773	1.3636	1.1135	1.2429						
Premium 902774	1.3636	1.1135	1.2429						

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Premium 903	2.7273	2.2270	2.4860						
Premium 903471	2.2727	1.8558	2.0716						
Premium 903472	2.2727	1.8558	2.0716						
Premium 903473	2.2727	1.8558	2.0716						
Premium 90351	2.2727	1.8558	2.0716						
Premium 903532	2.2727	1.8558	2.0716						
Premium 903533	2.2727	1.8558	2.0716						
Premium 90354	2.2727	1.8558	2.0716						
Premium 903550	2.2727	1.8558	2.0716						
Premium 903551	2.2727	1.8558	2.0716						
Premium 903552	2.2727	1.8558	2.0716						
Premium 903553	2.2727	1.8558	2.0716						
Premium 903889	2.2727	1.8558	2.0716						
Premium 904	3.1817	2.5981	2.9002						
Premium 904045									
Premium 904046									
Premium 904047									
Premium 904048									
Premium 904049									
Premium 90436									
Premium 90437									
Premium 90439									
Premium 90439552									
Premium 904442									
Premium 904443									
Premium 904444									
Premium 904445									
Premium 904446									
Premium 904447									
Premium 904448									
Premium 904449									
Premium 90456									
Premium 90469									
Premium 904805									
Premium 904806									
Premium 904807									
Premium 904808									
Premium 904809									
Premium 90482									
Premium 904885	3.6363	2.9693	3.3146						
Premium 904886	3.6363	2.9693	3.3146						

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Premium 904887	3.6363	2.9693	3.3146						
Premium 904888	3.6363	2.9693	3.3146						
Premium 904889	3.6363	2.9693	3.3146						
Premium 90516				.9092	.7424	.8288			
Premium 905162				1.8181	1.4846	1.6572			
Premium 905163				1.8181	1.4846	1.6572			
Premium 905164				1.8181	1.4846	1.6572			
Premium 905165				2.7273	2.2270	2.4860			
Premium 905166				2.7273	2.2270	2.4860			
Premium 905167				3.6363	2.9693	3.3146			
Premium 905168				3.6363	2.9693	3.3146			
Premium 905169				3.6363	2.9693	3.3146			
Premium 90522				.4546	.3712	.4144			
Premium 90523				3.6363	2.9693	3.3146			
Premium 90524				2.7273	2.2270	2.4860			
Premium 905244				2.2727	1.8558	2.0716			
Premium 905245				2.2727	1.8558	2.0716			
Premium 905246				2.2727	1.8558	2.0716			
Premium 905247				3.1817	2.5981	2.9002			
Premium 905248				3.1817	2.5981	2.9002			
Premium 905249				3.1817	2.5981	2.9002			
Premium 905330				.4546	.3712	.4144			
Premium 905331				.9092	.7424	.8288			
Premium 905332				1.3636	1.1135	1.2429			
Premium 905333				1.8181	1.4846	1.6572			
Premium 905334				2.2727	1.8558	2.0716			
Premium 905335				2.7273	2.2270	2.4860			
Premium 905336				3.1817	2.5981	2.9002			
Premium 905337				3.6363	2.9693	3.3146			
Premium 905338				3.6363	2.9693	3.3146			
Premium 905339				1.8181	1.4846	1.6572			
Premium 90538				3.6363	2.9693	3.3146			
Premium 90540				.4546	.3712	.4144			
Premium 905404				1.3636	1.1135	1.2429			
Premium 905405				2.2727	1.8558	2.0716			
Premium 905406				2.7273	2.2270	2.4860			
Premium 90541				.9092	.7424	.8288			
Premium 905414				3.6363	2.9693	3.3146			
Premium 905415				3.1817	2.5981	2.9002			
Premium 905416				3.6363	2.9693	3.3146			
Premium 90542				1.8181	1.4846	1.6572			

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Premium 90544				.9092	.7424	.8288			
Premium 90550				3.6363	2.9693	3.3146			
Premium 905500				.4546	.3712	.4144			
Premium 905502				.9092	.7424	.8288			
Premium 905505				1.8181	1.4846	1.6572			
Premium 90553				.9092	.7424	.8288			
Premium 905534				.4546	.3712	.4144			
Premium 905535				.4546	.3712	.4144			
Premium 905536				.4546	.3712	.4144			
Premium 905537				1.3636	1.1135	1.2429			
Premium 905538				1.3636	1.1135	1.2429			
Premium 905539				1.3636	1.1135	1.2429			
Premium 90556				.9092	.7424	.8288			
Premium 905569				56.3636	46.0250	51.3765			
Premium 90566				1.8181	1.4846	1.6572			
Premium 90567				.4546	.3712	.4144			
Premium 90568				.9092	.7424	.8288			
Premium 90569				1.8181	1.4846	1.6572			
Premium 905770				.4546	.3712	.4144			
Premium 905771				.9092	.7424	.8288			
Premium 905772				1.3636	1.1135	1.2429			
Premium 905773				1.8181	1.4846	1.6572			
Premium 905774				2.2727	1.8558	2.0716			
Premium 905775				2.7273	2.2270	2.4860			
Premium 905776				2.7273	2.2270	2.4860			
Premium 905777				3.1817	2.5981	2.9002			
Premium 905778				3.6363	2.9693	3.3146			
Premium 905779				3.6363	2.9693	3.3146			
Premium 90582				1.8181	1.4846	1.6572			
Premium 90586				3.6363	2.9693	3.3146			
Premium 905860				.9092	.7424	.8288			
Premium 905861				.9092	.7424	.8288			
Premium 905862				1.8181	1.4846	1.6572			
Premium 905863				1.8181	1.4846	1.6572			
Premium 905864				1.8181	1.4846	1.6572			
Premium 905865				2.7273	2.2270	2.4860			
Premium 905866				2.7273	2.2270	2.4860			
Premium 90588				3.6363	2.9693	3.3146			
Premium 905880				.4546	.3712	.4144			
Premium 905881				.9092	.7424	.8288			
Premium 905882				1.3636	1.1135	1.2429			

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Premium 905883				1.8181	1.4846	1.6572			
Premium 905884				2.2727	1.8558	2.0716			
Premium 905885				2.7273	2.2270	2.4860			
Premium 905886				3.1817	2.5981	2.9002			
Premium 906	1.8181	1.4846	1.6572						
Premium 90600	.9092	.7424	.8288						
Premium 90606	1.8181	1.4846	1.6572						
Premium 906060	.4546	.3712	.4144						
Premium 906061	.4546	.3712	.4144						
Premium 906062	.9092	.7424	.8288						
Premium 906063	.9092	.7424	.8288						
Premium 906064	1.3636	1.1135	1.2429						
Premium 906065	1.3636	1.1135	1.2429						
Premium 90616	1.3636	1.1135	1.2429						
Premium 90622	.9092	.7424	.8288						
Premium 90623	1.3636	1.1135	1.2429						
Premium 90625	.9092	.7424	.8288						
Premium 906330	.4546	.3712	.4144						
Premium 906331	.9092	.7424	.8288						
Premium 906332	1.3636	1.1135	1.2429						
Premium 906400									
Premium 906401									
Premium 906444	.9091	.7423	.8287						
Premium 906445	.9091	.7423	.8287						
Premium 906488	1.3636	1.1135	1.2429						
Premium 906489	1.3636	1.1135	1.2429						
Premium 906800	.4545	.3711	.4143						
Premium 906801	.4545	.3711	.4143						
Premium 906802	.9091	.7423	.8287						
Premium 906803	.9091	.7423	.8287						
Premium 906804	1.3636	1.1135	1.2429						
Premium 906805	1.3636	1.1135	1.2429						
Premium 907	2.7273	2.2270	2.4860						
Premium 907070	2.2727	1.8558	2.0716						
Premium 907071	2.2727	1.8558	2.0716						
Premium 907074	3.1817	2.5981	2.9002						
Premium 907075	3.1817	2.5981	2.9002						
Premium 907076	3.6363	2.9693	3.3146						
Premium 907077	3.6363	2.9693	3.3146						
Premium 907078	3.6363	2.9693	3.3146						
Premium 907079	3.6363	2.9693	3.3146						

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Premium 90723	2.2727	1.8558	2.0716						
Premium 90736	3.6363	2.9693	3.3146						
Premium 90738	3.6363	2.9693	3.3146						
Premium 90739	3.6363	2.9693	3.3146						
Premium 90739000	3.6363	2.9693	3.3146						
Premium 90739275	3.6363	2.9693	3.3146						
Premium 90739276	3.6363	2.9693	3.3146						
Premium 90739277	3.6363	2.9693	3.3146						
Premium 90739552	3.6363	2.9693	3.3146						
Premium 907471	2.2727	1.8558	2.0716						
Premium 907472	2.2727	1.8558	2.0716						
Premium 907473	2.2727	1.8558	2.0716						
Premium 907474	3.1817	2.5981	2.9002						
Premium 907475	3.1817	2.5981	2.9002						
Premium 907476	3.1817	2.5981	2.9002						
Premium 907477	3.6363	2.9693	3.3146						
Premium 907478	3.6363	2.9693	3.3146						
Premium 907479	3.6363	2.9693	3.3146						
Premium 90756	3.1817	2.5981	2.9002						
Premium 907800	2.2727	1.8558	2.0716						
Premium 907801	2.2727	1.8558	2.0716						
Premium 907804	3.1817	2.5981	2.9002						
Premium 907805	3.1817	2.5981	2.9002						
Premium 907806	3.6363	2.9693	3.3146						
Premium 907807	3.6363	2.9693	3.3146						
Premium 907808	3.6363	2.9693	3.3146						
Premium 907809	3.6363	2.9693	3.3146						
Premium 90782	3.6363	2.9693	3.3146						
Premium 907880	2.2727	1.8558	2.0716						
Premium 907881	3.1817	2.5981	2.9002						
Premium 907882	3.6363	2.9693	3.3146						
Premium 90900				56.3636	46.0250	51.3765			
Premium 909000				1.8181	1.4846	1.6572			
Premium 909001				6.3636	5.1963	5.8005			
Premium 909002				10.9091	8.9081	9.9439			
Premium 909003				15.4546	12.6198	14.0872			
Premium 909004				24.5454	20.0431	22.3736			
Premium 909280	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909281				6.3636	5.1963	5.8005			
Premium 909282	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 909283				15.4546	12.6198	14.0872			

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Premium 909284	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909285				19.9999	16.3314	18.2303			
Premium 909286	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909287				24.5454	20.0431	22.3736			
Premium 909288	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909289				56.3636	46.0250	51.3765			
Premium 90937				56.3636	46.0250	51.3765			
Premium 909370				19.9999	16.3314	18.2303			
Premium 909371				19.9999	16.3314	18.2303			
Premium 909372				19.9999	16.3314	18.2303			
Premium 909373				38.1819	31.1783	34.8035			
Premium 909374				38.1819	31.1783	34.8035			
Premium 909375				38.1819	31.1783	34.8035			
Premium 90940				10.9091	8.9081	9.9439			
Premium 909405	4.5455	3.7117	4.1433	10.9091	8.9081	9.9439			
Premium 909406	4.5455	3.7117	4.1433	10.9091	8.9081	9.9439			
Premium 909407	4.5455	3.7117	4.1433	10.9091	8.9081	9.9439			
Premium 909408	4.5455	3.7117	4.1433	10.9091	8.9081	9.9439			
Premium 909409	4.5455	3.7117	4.1433	10.9091	8.9081	9.9439			
Premium 90941				6.3636	5.1963	5.8005			
Premium 909415	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 909416	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 909417	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 909418	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 909419	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 90942				15.4546	12.6198	14.0872			
Premium 909425	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909426	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909427	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909428	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909429	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 90943				19.9999	16.3314	18.2303			
Premium 909435	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909436	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909437	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909438	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909439	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 90944				24.5454	20.0431	22.3736			
Premium 909445	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909446	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909447	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			

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Premium 909448	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909449	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 90945				29.0909	23.7548	26.5169			
Premium 909455	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909456	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909457	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909458	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909459	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 90946				56.3636	46.0250	51.3765			
Premium 90947				33.6364	27.4666	30.6602			
Premium 909475	2.2727	1.8558	2.0716	33.6364	27.4666	30.6602			
Premium 909476	2.2727	1.8558	2.0716	33.6364	27.4666	30.6602			
Premium 909477	2.2727	1.8558	2.0716	33.6364	27.4666	30.6602			
Premium 909478	2.2727	1.8558	2.0716	33.6364	27.4666	30.6602			
Premium 909479	2.2727	1.8558	2.0716	33.6364	27.4666	30.6602			
Premium 90948				38.1819	31.1783	34.8035			
Premium 909485	1.8181	1.4846	1.6572	38.1819	31.1783	34.8035			
Premium 909486	1.8181	1.4846	1.6572	38.1819	31.1783	34.8035			
Premium 909487	1.8181	1.4846	1.6572	38.1819	31.1783	34.8035			
Premium 909488	1.8181	1.4846	1.6572	38.1819	31.1783	34.8035			
Premium 909489	1.8181	1.4846	1.6572	38.1819	31.1783	34.8035			
Premium 90949				1.8181	1.4846	1.6572			
Premium 909495	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909496	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909497	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909498	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909499	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909650	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909651	3.6363	2.9693	3.3146	19.9984	16.3302	18.2289			
Premium 909652									
Premium 909653									
Premium 909654									
Premium 909655									
Premium 909656									
Premium 909657									
Premium 909658									
Premium 909660	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909661				15.4546	12.6198	14.0872			
Premium 909662				10.9091	8.9081	9.9439			
Premium 909663				6.3636	5.1963	5.8005			
Premium 909664				19.9999	16.3314	18.2303			

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Premium 909665				24.5454	20.0431	22.3736			
Premium 909666				29.0909	23.7548	26.5169			
Premium 909667				33.6364	27.4666	30.6602			
Premium 909668				38.1819	31.1783	34.8035			
Premium 909669				56.3636	46.0250	51.3765			
Premium 90977				1.8181	1.4846	1.6572			
Premium 909774				6.3636	5.1963	5.8005			
Premium 909775				6.3636	5.1963	5.8005			
Premium 909776				15.4546	12.6198	14.0872			
Premium 909777				19.9999	16.3314	18.2303			
Premium 909778				24.5454	20.0431	22.3736			
Premium 909779				56.3636	46.0250	51.3765			
Premium 90980				1.8181	1.4846	1.6572			
Premium 909805	5.4546	4.4541	4.9720	1.8181	1.4846	1.6572			
Premium 909806	5.4546	4.4541	4.9720	1.8181	1.4846	1.6572			
Premium 909807	5.4546	4.4541	4.9720	1.8181	1.4846	1.6572			
Premium 909808	5.4546	4.4541	4.9720	1.8181	1.4846	1.6572			
Premium 909809	5.4546	4.4541	4.9720	1.8181	1.4846	1.6572			
Premium 90981				6.3636	5.1963	5.8005			
Premium 909815	5.0025	4.0849	4.5599	6.3636	5.1963	5.8005			
Premium 909816	5.0025	4.0849	4.5599	6.3636	5.1963	5.8005			
Premium 909817	5.0025	4.0849	4.5599	6.3636	5.1963	5.8005			
Premium 909818	5.0025	4.0849	4.5599	6.3636	5.1963	5.8005			
Premium 909819	5.0025	4.0849	4.5599	6.3636	5.1963	5.8005			
Premium 90982				15.4546	12.6198	14.0872			
Premium 909825	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909826	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909827	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909828	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909829	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 90983				19.9999	16.3314	18.2303			
Premium 909835	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909836	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909837	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909838	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 909839	3.6363	2.9693	3.3146	19.9999	16.3314	18.2303			
Premium 90984				24.5454	20.0431	22.3736			
Premium 909845	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909846	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909847	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 909848	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			

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Premium 909849	3.1817	2.5981	2.9002	24.5454	20.0431	22.3736			
Premium 90985				29.0909	23.7548	26.5169			
Premium 909855	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909856	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909857	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909858	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 909859	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Premium 90986				56.3636	46.0250	51.3765			
Premium 90987				1.8181	1.4846	1.6572			
Premium 909875	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909876	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909877	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909878	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909879	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 90988				1.8181	1.4846	1.6572			
Premium 909885	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909886	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909887	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909888	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909889	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 90989				1.8181	1.4846	1.6572			
Premium 909895	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909896	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909897	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909898	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909899	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 9099	5.4544	4.4539	4.9718	56.3636	46.0250	51.3765			
Premium 909900	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909901				6.3636	5.1963	5.8005			
Premium 909902				10.9091	8.9081	9.9439			
Premium 909903				15.4546	12.6198	14.0872			
Premium 909904				19.9999	16.3314	18.2303			
Premium 909905				24.5454	20.0431	22.3736			
Premium 909906				29.0909	23.7548	26.5169			
Premium 909907				33.6364	27.4666	30.6602			
Premium 909908				38.1819	31.1783	34.8035			
Premium 909990	5.0001	4.0829	4.5577	6.3636	5.1963	5.8005			
Premium 909991				1.8181	1.4846	1.6572			
Premium 909992				6.3636	5.1963	5.8005			
Premium 909993				10.9091	8.9081	9.9439			
Premium 909994				15.4546	12.6198	14.0872			

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Premium 909995				24.5454	20.0431	22.3736			
Premium 909996				56.3636	46.0250	51.3765			
Premium 909997	5.4544	4.4539	4.9718	1.8181	1.4846	1.6572			
Premium 909998	4.0909	3.3405	3.7289	15.4546	12.6198	14.0872			
Premium 909999	2.7273	2.2270	2.4860	29.0909	23.7548	26.5169			
Shared Cost 78	.0480	.0392	.0438	.0418	.0341	.0381			

Toll Free/Free Phone - United States							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
United States Toll Free Number	800 Number	3.00	2.45	2.73			
United States Toll Free Call Type Feature	Area Code Blocking				25.00	20.41	22.79
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	8.17	9.12			
United States Toll Free Call Type Feature	Info Digit Routing	10.00	8.17	9.12			
United States Toll Free Call Type Feature	Info Digit Screening	15.00	12.25	13.67	15.00	12.25	13.67
United States Toll Free Call Type Feature	National Directory Assistance	20.00	16.33	18.23			
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	8.17	9.12			
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	8.17	9.12			
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.51	0.57
United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	8.17	9.12			
United States Toll Free Call Type Feature	Time of Day Routing	10.00	8.17	9.12			
United States Toll Free Call Type Feature	Vanity Number						

Toll Free/Free Phone - United States				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
United States Interstate	Interstate	.0265	.0216	.0242
United States Canadian Origination	United States	.0700	.0572	.0638
United States Intrastate	Alabama	.0450	.0367	.0410
United States Intrastate	Alaska	.1200	.0980	.1094
United States Intrastate	Arizona	.0600	.0490	.0547
United States Intrastate	Arkansas	.0650	.0531	.0592
United States Intrastate	California	.0300	.0245	.0273
United States Intrastate	Colorado	.0625	.0510	.0570
United States Intrastate	Connecticut	.0350	.0286	.0319
United States Intrastate	Delaware	.0350	.0286	.0319
United States Intrastate	Florida	.0575	.0470	.0524
United States Intrastate	Georgia	.0600	.0490	.0547
United States Intrastate	Hawaii	.0925	.0755	.0843
United States Intrastate	Idaho	.0900	.0735	.0820
United States Intrastate	Illinois	.0280	.0229	.0255
United States Intrastate	Indiana	.0265	.0216	.0242
United States Intrastate	Iowa	.0800	.0653	.0729
United States Intrastate	Kansas	.0500	.0408	.0456
United States Intrastate	Kentucky	.0450	.0367	.0410
United States Intrastate	Louisiana	.0350	.0286	.0319
United States Intrastate	Maine	.0550	.0449	.0501
United States Intrastate	Maryland	.0500	.0408	.0456

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United States Intrastate	Massachusetts	.0450	.0367	.0410
United States Intrastate	Michigan	.0300	.0245	.0273
United States Intrastate	Minnesota	.0650	.0531	.0592
United States Intrastate	Mississippi	.0500	.0408	.0456
United States Intrastate	Missouri	.0675	.0551	.0615
United States Intrastate	Montana	.0960	.0784	.0875
United States Intrastate	Nebraska	.0650	.0531	.0592
United States Intrastate	Nevada	.0575	.0470	.0524
United States Intrastate	New Hampshire	.0700	.0572	.0638
United States Intrastate	New Jersey	.0400	.0327	.0365
United States Intrastate	New Mexico	.0300	.0245	.0273
United States Intrastate	New York	.0580	.0474	.0529
United States Intrastate	North Carolina	.0470	.0384	.0428
United States Intrastate	North Dakota	.1075	.0878	.0980
United States Intrastate	Ohio	.0300	.0245	.0273
United States Intrastate	Oklahoma	.0650	.0531	.0592
United States Intrastate	Oregon	.0400	.0327	.0365
United States Intrastate	Pennsylvania	.0500	.0408	.0456
United States Intrastate	Rhode Island	.0525	.0429	.0479
United States Intrastate	South Carolina	.0450	.0367	.0410
United States Intrastate	South Dakota	.1800	.1470	.1641
United States Intrastate	Tennessee	.0600	.0490	.0547
United States Intrastate	Texas	.0600	.0490	.0547
United States Intrastate	Utah	.0500	.0408	.0456
United States Intrastate	Vermont	.0645	.0527	.0588
United States Intrastate	Virginia	.0600	.0490	.0547
United States Intrastate	Washington	.0560	.0457	.0510
United States Intrastate	West Virginia	.0600	.0490	.0547
United States Intrastate	Wisconsin	.0375	.0306	.0342
United States Intrastate	Wyoming	.0500	.0408	.0456

Toll Free/Free Phone - UK

		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
UK Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73			
UK Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73
UK Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15

Toll Free/Free Phone - UK

Rates are per minute / 16 second minimum / 6 second rounding

		Rate Per Minute		
		USD	GBP	EUR
UK Origination	Landline Origination	.0398	.0325	.0363
UK Origination	Payphone Origination	1.1455	.9354	1.0441

Toll Free/Free Phone - Germany

		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Germany Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73			
Germany Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73

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Germany Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15
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Toll Free/Free Phone - Germany							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR	USD	GBP	EUR
Germany Origination	Landline Origination	.0158	.0129	.0144			
Germany Origination	Mobile Origination	.2178	.1778	.1985			
Germany Origination	Payphone Origination	.4950	.4042	.4512			

Toll Free/Free Phone - France							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
France Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73			
France Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73
France Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15

Toll Free/Free Phone - France							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	GBP	EUR	USD	GBP	EUR
France Origination	Landline Origination	.0198	.0162	.0180			
France Origination	Mobile Origination	.0880	.0719	.0802			
France Origination	Payphone Origination	.2200	.1796	.2005			

Toll Free/Free Phone - Netherlands							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Netherlands Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73			
Netherlands Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73
Netherlands Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15

Toll Free/Free Phone - Netherlands							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	GBP	EUR	USD	GBP	EUR
Netherlands Origination	Landline Origination	.0880	.0719	.0802			
Netherlands Origination	Mobile Origination	.4400	.3593	.4011			

Toll Free/Free Phone - Belgium							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Belgium Toll Free / Freephone Number	Freephone Number	3.00	2.45	2.73			
Belgium Toll Free / Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73
Belgium Toll Free / Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15

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Toll Free/Free Phone - Belgium						
Rates are per minute / 18 second minimum / 5 second rounding						
		Rate Per Minute				
		USD	GBP	EUR		
Belgium Origination	Landline Origination	.0334	.0273	.0304		
Belgium Origination	Mobile Origination	.6027	.4921	.5494		
Belgium Origination	Payphone Origination	.3568	.2914	.3252		

Toll Free/Free Phone - Ireland						
Rates are per minute / 18 second minimum / 5 second rounding						
		MRC			NRC	
		USD	GBP	EUR	USD	GBP
Ireland Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73		
Ireland Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45
Ireland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66

Toll Free/Free Phone - Ireland						
Rates are per minute / 18 second minimum / 5 second rounding						
		Rate Per Minute				
		USD	GBP	EUR		
Ireland Origination	Landline Origination	.0264	.0216	.0241		
Ireland Origination	Mobile Origination	.7480	.6108	.6818		
Ireland Origination	Payphone Origination	.5060	.4132	.4612		

Toll Free/Free Phone - Austria						
Rates are per minute / 18 second minimum / 5 second rounding						
		MRC			NRC	
		USD	GBP	EUR	USD	GBP
Austria Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73		
Austria Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45
Austria Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66

Toll Free/Free Phone - Austria						
Rates are per minute / 18 second minimum / 5 second rounding						
		Rate Per Minute				
		USD	GBP	EUR		
Austria Origination	Landline Origination	.0626	.0511	.0571		
Austria Origination	Mobile Origination	.2323	.1897	.2117		
Austria Origination	Payphone Origination	.1320	.1078	.1203		

Toll Free/Free Phone - Portugal						
Rates are per minute / 18 second minimum / 5 second rounding						
		MRC			NRC	
		USD	GBP	EUR	USD	GBP
Portugal Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73		
Portugal Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45
Portugal Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66

Toll Free/Free Phone - Portugal						
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Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
Portugal Origination	Landline Origination	.0925	.0755	.0843
Portugal Origination	Mobile Origination	.0925	.0755	.0843
Portugal Origination	Payphone Origination	.0925	.0755	.0843

Toll Free/Free Phone - Spain							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Spain Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73			
Spain Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73
Spain Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15

Toll Free/Free Phone - Spain							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	GBP	EUR	USD	GBP	EUR
Spain Origination	Landline Origination	.0168		.0137			.0153
Spain Origination	Mobile Origination	.2926		.2389			.2667
Spain Origination	Payphone Origination	.1540		.1258			.1404

Toll Free/Free Phone - Switzerland							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Switzerland Toll Free/ Freephone Number	Freephone Number	3.00	2.45	2.73			
Switzerland Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.45	2.73
Switzerland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	81.66	91.15

Toll Free/Free Phone - Switzerland							
Rates are per minute / 18 second minimum / 6 second rounding							
		USD	GBP	EUR	USD	GBP	EUR
Switzerland Origination	Landline Origination	.0334		.0273			.0304
Switzerland Origination	Mobile Origination	.1836		.1499			.1674
Switzerland Origination	Payphone Origination	.4720		.3854			.4302

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
Country	Dedicated Rate Per Minute (USD)	Dedicated Rate Per Minute (GBP)	Dedicated Rate Per Minute (EUR)
Afghanistan	.3000	.2450	.2735
Afghanistan-Mobile	.3200	.2613	.2917
Albania	.2400	.1960	.2188
Albania Tirana	.2030	.1658	.1850
Albania-Mobile	.6000	.4899	.5469

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Albania-NGN	.2400	.1960	.2188
Algeria	.1000	.0817	.0912
Algeria-Mobile	.6800	.5553	.6198
American Samoa	.0125	.0102	.0114
Andorra	.1800	.1470	.1641
Andorra-Mobile	.3500	.2858	.3190
Angola	.1000	.0817	.0912
Angola-Mobile	.2600	.2123	.2370
Anguilla	.4000	.3266	.3646
Anguilla-Mobile	.4200	.3430	.3828
Antarctica	2.6000	2.1231	2.3699
Antarctica-Norfolk Island	1.6638	1.3586	1.5166
Antigua and Barbuda	.3000	.2450	.2735
Antigua and Barbuda-Mobile	.3000	.2450	.2735
Argentina	.0330	.0269	.0301
Argentina-Buenos Aires	.0063	.0051	.0057
Argentina-Mobile	.2200	.1786	.2005
Armenia	.3800	.3103	.3464
Armenia-Mobile	.3800	.3103	.3464
Aruba	.1500	.1225	.1367
Aruba-Mobile	.3300	.2695	.3008
Ascension Island	1.7500	1.4290	1.5952
Australia	.0200	.0163	.0182
Australia-Melbourne	.0120	.0098	.0109
Australia-Mobile	.0354	.0289	.0323
Australia-Perth	.0120	.0098	.0109
Australia-Sydney	.0120	.0098	.0109
Austria	.0880	.0719	.0802
Austria-Mobile	.2000	.1633	.1823
Austria-NGN	.3494	.2853	.3185
Azerbaijan	.5000	.4083	.4558
Azerbaijan-Mobile	.4000	.3266	.3646
Bahamas	.1600	.1307	.1458
Bahamas-Mobile	.2000	.1633	.1823
Bahrain	.2200	.1796	.2005
Bahrain-Mobile	.2200	.1796	.2005
Bahrain-NGN	.2200	.1796	.2005
Bangladesh	.0600	.0490	.0547
Bangladesh-Mobile	.0600	.0490	.0547
Barbados	.2200	.1796	.2005
Barbados-Mobile	.3200	.2613	.2917
Belarus	.4500	.3675	.4102
Belarus-Mobile	.4500	.3675	.4102
Belgium	.0700	.0572	.0638
Belgium-Mobile	.2600	.2123	.2370
Belgium-Mobile Base	.0486	.0397	.0443
Belgium-Mobile Mobistar	.0486	.0397	.0443
Belgium-Mobile Proximus	.0486	.0397	.0443
Belgium-NGN	.3660	.2989	.3336
Belize	.3100	.2531	.2826
Benin	.4200	.3430	.3828

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Bermuda	.0700	.0572	.0638
Bhutan	.0750	.0612	.0684
Bhutan-Mobile	.0750	.0612	.0684
Bolivia	.2000	.1633	.1823
Bolivia-La Paz	.1324	.1081	.1207
Bolivia-Mobile	.2000	.1633	.1823
Bosnia/Herzegovina	.1997	.1631	.1820
Bosnia/Herzegovina-Mobile	.7219	.5895	.6580
Botswana	.2000	.1633	.1823
Botswana-Mobile	.2800	.2286	.2552
Brazil	.0200	.0163	.0182
Brazil-Belo Horizonte	.0120	.0098	.0109
Brazil-Brasilia	.0120	.0098	.0109
Brazil-Curitiba	.0120	.0098	.0109
Brazil-Florianapolis	.0120	.0098	.0109
Brazil-Fortaleza	.0120	.0098	.0109
Brazil-Goiania	.0120	.0098	.0109
Brazil-Governador Valadares	.0120	.0098	.0109
Brazil-Mobile	.1200	.0980	.1094
Brazil-Porto Alegre	.0120	.0098	.0109
Brazil-Recife	.0120	.0098	.0109
Brazil-Rio de Janeiro	.0120	.0098	.0109
Brazil-Salvador	.0120	.0098	.0109
Brazil-Sao Paulo	.0120	.0098	.0109
Brazil-Vitoria	.0120	.0098	.0109
British Virgin Islands	.2329	.1902	.2123
British Virgin Islands-Mobile	.2329	.1902	.2123
Brunei	.0600	.0490	.0547
Brunei-Mobile	.0600	.0490	.0547
Bulgaria	.1000	.0817	.0912
Bulgaria-Mobile	.4000	.3266	.3646
Burkina Faso	.4500	.3675	.4102
Burkina Faso-Mobile	.4500	.3675	.4102
Burundi	1.0242	.8363	.9336
Burundi-Mobile	1.0242	.8363	.9336
Cambodia	.1000	.0817	.0912
Cambodia-Mobile	.1000	.0817	.0912
Cameroon	.1810	.1478	.1650
Cameroon-Mobile	.4500	.3675	.4102
Canada	.0100	.0082	.0091
Canada-Yukon and NW Territories 867	.0566	.0462	.0516
Cape Verde Islands	.3394	.2771	.3094
Cape Verde Islands-Mobile	.4659	.3804	.4247
Cayman Islands	.2000	.1633	.1823
Cayman Islands-Mobile	.2000	.1633	.1823
Cayman Islands-NGN	.2000	.1633	.1823
Central African Republic	.6500	.5308	.5925
Chad	.8500	.6941	.7748
Chad-Mobile	.8500	.6941	.7748
Chile	.1000	.0817	.0912

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Chile-Easter Island	.7653	.6249	.6976
Chile-Mobile	.1000	.0817	.0912
Chile-NGN	.1000	.0817	.0912
Chile-Santiago	.0333	.0272	.0304
China	.0289	.0236	.0263
Colombia	.0500	.0408	.0456
Colombia-Mobile	.0500	.0408	.0456
Comoros	.6500	.5308	.5925
Comoros-Mobile	.6500	.5308	.5925
Congo	.6500	.5308	.5925
Cook Islands	1.8500	1.5107	1.6863
Costa Rica	.0400	.0327	.0365
Costa Rica-Mobile	.0900	.0735	.0820
Costa Rica-NGN	.0400	.0327	.0365
Croatia	.2200	.1796	.2005
Croatia-Mobile	.3800	.3103	.3464
Croatia-NGN	.2200	.1796	.2005
Cuba	.8500	.6941	.7748
Cyprus	.0600	.0490	.0547
Cyprus-Mobile	.1000	.0817	.0912
Cyprus-NGN	.0600	.0490	.0547
Czech Republic	.0500	.0408	.0456
Czech Republic-Mobile	.1500	.1225	.1367
Czech Republic-Prague	.0253	.0207	.0231
Dem. Rep. of Congo	.7597	.6204	.6925
Dem. Rep. of Congo-Mobile	.6899	.5634	.6289
Dem. Rep. of Congo-NGN	.7597	.6204	.6925
Denmark	.0180	.0147	.0164
Denmark-Mobile	.0500	.0408	.0456
Denmark-NGN	.0166	.0136	.0151
Diego Garcia	2.5626	2.0926	2.3359
Djibouti	.5500	.4491	.5013
Djibouti-Mobile	.5500	.4491	.5013
Dominica	.3500	.2858	.3190
Dominica-Mobile	.3500	.2858	.3190
Dominican Republic	.0500	.0408	.0456
Dominican Republic-Mobile	.1200	.0980	.1094
East Timor	.4659	.3804	.4247
Ecuador	.2000	.1633	.1823
Ecuador-Mobile	.3000	.2450	.2735
Egypt	.1500	.1225	.1367
Egypt-Mobile	.1500	.1225	.1367
El Salvador	.2800	.2286	.2552
El Salvador-Mobile	.2800	.2286	.2552
Equatorial Guinea	.7000	.5716	.6381
Eritrea	.4000	.3266	.3646
Estonia	.0450	.0367	.0410
Estonia-Mobile	.5000	.4083	.4558
Estonia-NGN	1.5714	1.2832	1.4324
Ethiopia	.3500	.2858	.3190
Ethiopia-Mobile	.3500	.2858	.3190

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Falkland Islands	1.2645	1.0326	1.1526
Faroe Islands	.0693	.0566	.0632
Fiji	.4500	.3675	.4102
Fiji-Mobile	.4500	.3675	.4102
Finland	.3900	.3185	.3555
Finland-Corporate Services	.3900	.3185	.3555
Finland-Helsinki	.3900	.3185	.3555
Finland-Mobile	.3900	.3185	.3555
Finland-NGN	.3900	.3185	.3555
France	.0200	.0163	.0182
France-Mobile	.1000	.0817	.0912
France-Mobile Orange	.1000	.0817	.0912
France-Mobile SFR	.1000	.0817	.0912
France-NGN	.3627	.2962	.3306
France-Paris	.0073	.0060	.0067
French Antilles/Martinique	.0160	.0131	.0146
French Antilles/Martinique-Mobile	.0942	.0769	.0859
French Guiana	.1500	.1225	.1367
French Guiana-Mobile	.2000	.1633	.1823
French Polynesia	.3500	.2858	.3190
French Polynesia-Mobile	.3500	.2858	.3190
Gabon	.5500	.4491	.5013
Gabon-Mobile	.5500	.4491	.5013
Gambia	.6500	.5308	.5925
Gambia-Mobile	.6500	.5308	.5925
Georgia	.3000	.2450	.2735
Georgia-Mobile	.5000	.4083	.4558
Germany	.0120	.0098	.0109
Germany-Berlin	.0104	.0085	.0095
Germany-Frankfurt	.0104	.0085	.0095
Germany-Hamburg	.0104	.0085	.0095
Germany-Mobile	.0420	.0343	.0383
Germany-Munich	.0104	.0085	.0095
Germany-NGN	.0200	.0163	.0182
Ghana	.3200	.2613	.2917
Ghana-Mobile	.3200	.2613	.2917
Gibraltar	.0700	.0572	.0638
Gibraltar-Mobile	.2500	.2041	.2279
Global Mobile	11.6967	9.5512	10.6618
Greece	.0400	.0327	.0365
Greece-Athens	.0200	.0163	.0182
Greece-Mobile	.1500	.1225	.1367
Greenland	.7500	.6124	.6836
Greenland-Mobile	.7500	.6124	.6836
Grenada	.3200	.2613	.2917
Grenada-Mobile	.3200	.2613	.2917
Guadeloupe	.0500	.0408	.0456
Guadeloupe-Mobile	.1500	.1225	.1367
Guam	.0125	.0102	.0114
Guatemala	.1800	.1470	.1641

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Guatemala-Mobile	.1800	.1470	.1641
Guinea	.7000	.5716	.6381
Guinea Bissau	.7187	.5869	.6551
Guinea Bissau-Mobile	.7187	.5869	.6551
Guinea-Mobile Areeba	.7000	.5716	.6381
Guinea-NGN	.7000	.5716	.6381
Guyana	.3500	.2858	.3190
Guyana-Mobile	.3500	.2858	.3190
Haiti	.4200	.3430	.3828
Haiti-Mobile	.3500	.2858	.3190
Haiti-NGN	.4200	.3430	.3828
Honduras	.2000	.1633	.1823
Honduras-Mobile Celltel	.2063	.1685	.1880
Hong Kong	.0275	.0225	.0251
Hong Kong-Mobile	.0275	.0225	.0251
Hungary	.0750	.0612	.0684
Hungary-Mobile	.0750	.0612	.0684
Iceland	.0300	.0245	.0273
Iceland-Mobile	.0900	.0735	.0820
India	.0150	.0122	.0137
India-Mobile	.0300	.0245	.0273
Indonesia	.0450	.0367	.0410
Indonesia-Mobile	.0600	.0490	.0547
Inmarsat	12.3156	10.0566	11.2259
Iran	.2750	.2246	.2507
Iran-Mobile	.2750	.2246	.2507
Iraq	.2500	.2041	.2279
Iraq-Mobile	.2500	.2041	.2279
Iraq-NGN	.2500	.2041	.2279
Ireland	.0150	.0122	.0137
Ireland-Mobile	.0616	.0503	.0561
Ireland-NGN	.0150	.0122	.0137
Israel	.0150	.0122	.0137
Israel-Mobile	.0450	.0367	.0410
Israel-Paltel	.2662	.2174	.2426
Israel-Paltel Mobile	.2662	.2174	.2426
Italy	.0150	.0122	.0137
Italy-Milan	.0040	.0033	.0036
Italy-Mobile	.1500	.1225	.1367
Italy-NGN	.0040	.0033	.0036
Italy-Rome	.0040	.0033	.0036
Ivory Coast	.4600	.3756	.4193
Ivory Coast-Mobile	.4600	.3756	.4193
Jamaica	.2800	.2286	.2552
Jamaica-Mobile	.2800	.2286	.2552
Japan	.0400	.0327	.0365
Japan-IP Phone	.0266	.0217	.0242
Japan-Mobile	.1000	.0817	.0912
Jordan	.3000	.2450	.2735
Jordan-Mobile	.3200	.2613	.2917
Kenya	.2800	.2286	.2552

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Kenya-Mobile	.3000	.2450	.2735
Kiribati/Gilbert Island	3.1186	2.5466	2.8427
Kuwait	.1600	.1307	.1458
Kuwait-Mobile	.1800	.1470	.1641
Kuwait-NGN	.1600	.1307	.1458
Kyrgyzstan	.2200	.1796	.2005
Kyrgyzstan-Mobile	.3000	.2450	.2735
Laos	.1600	.1307	.1458
Laos-Mobile	.1600	.1307	.1458
Latvia	.6500	.5308	.5925
Latvia-Mobile	.9000	.7349	.8204
Latvia-NGN	.6500	.5308	.5925
Lebanon	.1965	.1605	.1791
Lebanon-Mobile	.2600	.2123	.2370
Lesotho	.4695	.3834	.4280
Lesotho-Mobile	.4695	.3834	.4280
Liberia	.5200	.4246	.4740
Libya	.3975	.3246	.3623
Libya-Mobile	.5285	.4316	.4817
Liechtenstein	.0900	.0735	.0820
Liechtenstein-Mobile	1.0500	.8574	.9571
Liechtenstein-NGN	.0805	.0657	.0734
Lithuania	.2500	.2041	.2279
Lithuania-Mobile	.4975	.4062	.4535
Lithuania-NGN	1.7714	1.4465	1.6147
Luxembourg	.2150	.1756	.1960
Luxembourg-Mobile	.2650	.2164	.2416
Macau	.1572	.1284	.1433
Macedonia	.2425	.1980	.2210
Macedonia-Mobile	.5500	.4491	.5013
Madagascar	.8200	.6696	.7474
Madagascar-Mobile	.8200	.6696	.7474
Malawi	.4500	.3675	.4102
Malaysia	.0340	.0278	.0310
Malaysia-Johar Bahru	.0233	.0190	.0212
Malaysia-Kuala Lumpur	.0233	.0190	.0212
Malaysia-Mobile	.0340	.0278	.0310
Maldives	1.2000	.9799	1.0938
Maldives-Mobile	1.2000	.9799	1.0938
Mali	.3985	.3254	.3632
Mali-Mobile	.5375	.4389	.4899
Malta	.6800	.5553	.6198
Malta-Mobile	.2945	.2405	.2684
Marshall Islands	.4350	.3552	.3965
Mauritania	.8400	.6859	.7657
Mauritius	.2400	.1960	.2188
Mexico	.0120	.0098	.0109
Mexico-Guadalajara	.0020	.0016	.0018
Mexico-Mexico City	.0021	.0017	.0019
Mexico-Mobile	.0120	.0098	.0109
Mexico-Monterrey	.0020	.0016	.0018

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Mexico-Satellite	.0144	.0118	.0131
Micronesia	.8485	.6929	.7734
Moldova	.5500	.4491	.5013
Moldova-Mobile	.5500	.4491	.5013
Monaco	.1500	.1225	.1367
Monaco-Mobile	.3910	.3193	.3564
Monaco-Mobile KFOR	.5530	.4516	.5041
Mongolia	.0296	.0242	.0270
Mongolia-NGN	.0296	.0242	.0270
Montenegro	.4250	.3470	.3874
Montenegro-Mobile	.4750	.3879	.4330
Montenegro-NGN	.4250	.3470	.3874
Montserrat	.3500	.2858	.3190
Morocco	.3900	.3185	.3555
Morocco-Mobile	.5500	.4491	.5013
Morocco-NGN	.3900	.3185	.3555
Mozambique	.0900	.0735	.0820
Mozambique-Mobile	.3200	.2613	.2917
Myanmar	.2450	.2001	.2233
Namibia	.1850	.1511	.1686
Namibia-Mobile	.1850	.1511	.1686
Nauru	1.8800	1.5352	1.7137
Nepal	.1950	.1592	.1777
Nepal-Mobile	.1950	.1592	.1777
Netherlands Antilles	.2090	.1707	.1905
Netherlands Antilles-Mobile	.1577	.1288	.1437
Netherlands Antilles-NGN	.2090	.1707	.1905
Netherlands Antilles-St Maarten	.1577	.1288	.1437
Netherlands	.0800	.0653	.0729
Netherlands-Mobile	.0800	.0653	.0729
Netherlands-Mobile Orange	.0800	.0653	.0729
Netherlands-NGN	.2662	.2174	.2426
New Caledonia	.4855	.3964	.4425
New Zealand	.0250	.0204	.0228
New Zealand-Mobile	.0750	.0612	.0684
Nicaragua	.1950	.1592	.1777
Nicaragua-Mobile	.2800	.2286	.2552
Niger	.5900	.4818	.5378
Niger-Mobile	.5900	.4818	.5378
Niger-NGN	.5900	.4818	.5378
Nigeria	.1700	.1388	.1550
Nigeria-Lagos	.1298	.1060	.1183
Nigeria-Mobile	.1700	.1388	.1550
Niue	2.8500	2.3272	2.5978
North Korea	.8560	.6990	.7803
Northern Marianas	.0719	.0587	.0655
Norway	.0165	.0135	.0150
Norway-Mobile	.0300	.0245	.0273
Norway-Mobile Tele2	.0186	.0152	.0170
Norway-Mobile Telenor	.0186	.0152	.0170

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Norway-NGN	.0985	.0804	.0898
Oman	.2800	.2286	.2552
Oman-Mobile	.3700	.3021	.3373
Pakistan	.0560	.0457	.0510
Pakistan-Mobile	.0560	.0457	.0510
Pakistan-NGN	.0560	.0457	.0510
Palau	.4000	.3266	.3646
Palestinian Authority	.1997	.1631	.1820
Palestinian Authority-Mobile	.2263	.1848	.2063
Panama	.0350	.0286	.0319
Panama-Mobile	.1800	.1470	.1641
Papua New Guinea	1.4200	1.1595	1.2944
Papua New Guinea-NGN	1.4200	1.1595	1.2944
Paraguay	.0700	.0572	.0638
Paraguay-Mobile	.1000	.0817	.0912
Peru	.0200	.0163	.0182
Peru-Lima	.0075	.0061	.0068
Peru-Lima-Mobile	.0075	.0061	.0068
Peru-Mobile	.0200	.0163	.0182
Peru-Rural	.2656	.2169	.2421
Philippines	.1525	.1245	.1390
Philippines-Mobile	.1525	.1245	.1390
Poland	.1540	.1258	.1404
Poland-Mobile	.1540	.1258	.1404
Poland-Mobile P4	.1540	.1258	.1404
Poland-NGN	.1540	.1258	.1404
Portugal	.0320	.0261	.0292
Portugal-Mobile	.1540	.1258	.1404
Principe and Sao Tome	2.5460	2.0790	2.3207
Qatar	.3000	.2450	.2735
Qatar-Mobile	.3000	.2450	.2735
Reunion Island	.1318	.1076	.1201
Reunion Island-Mobile	.1318	.1076	.1201
Romania	.0120	.0098	.0109
Romania-Mobile	.0300	.0245	.0273
Russia	.1200	.0990	.1094
Russia-Kazakhstan Mobile	.1753	.1431	.1598
Russia-Kazakhstan NGN	.1753	.1431	.1598
Russia-Mobile	.2500	.2041	.2279
Russia-Moscow	.0248	.0203	.0226
Rwanda	.4240	.3462	.3865
Rwanda-Mobile	.4240	.3462	.3865
San Marino	.2500	.2041	.2279
San Marino-Mobile	.2500	.2041	.2279
Satellite Network	11.6867	9.5512	10.6618
Saudi Arabia	.1265	.1033	.1153
Saudi Arabia-Mobile	.2150	.1756	.1960
Saudi Arabia-Riyadh	.1032	.0843	.0941
Senegal	.4515	.3687	.4116
Senegal-Mobile	.4515	.3687	.4116
Senegal-NGN	.4905	.4005	.4471

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Serbia	.4500	.3675	.4102
Serbia-Kosovo	.3893	.3179	.3549
Serbia-Mobile	.4500	.3675	.4102
Seychelles Island	1.1979	.9782	1.0919
Sierra Leone	.6900	.5634	.6289
Sierra Leone-Mobile	.6900	.5634	.6289
Singapore	.0230	.0188	.0210
Singapore-Mobile	.0230	.0188	.0210
Sint Maarten	.1600	.1307	.1458
Slovakia	.0120	.0098	.0109
Slovakia-Mobile	.0575	.0470	.0524
Slovenia	.2335	.1907	.2128
Slovenia-Mobile	.5200	.4246	.4740
Slovenia-Mobile Mobitel	.5590	.4565	.5095
Slovenia-Mobile Simobil	.5590	.4565	.5095
Slovenia-Mobile Vega	.5590	.4565	.5095
Solomon Islands	1.5000	1.2249	1.3673
Somalia	.6950	.5675	.6335
South Africa	.2150	.1756	.1960
South Africa-Mobile	.2150	.1756	.1960
South Africa-NGN	.2150	.1756	.1960
South Korea	.0200	.0163	.0182
South Korea-Mobile	.0310	.0253	.0283
South Sudan	.7000	.5716	.6381
Spain	.0150	.0122	.0137
Spain-Mobile	.0700	.0572	.0638
Spain-Mobile Orange	.0339	.0277	.0309
Spain-Mobile Telefonica	.0339	.0277	.0309
Spain-Mobile Vodafone	.0339	.0277	.0309
Spain-NGN	.1800	.1470	.1641
Sri Lanka	.2200	.1796	.2005
Sri Lanka-Mobile	.2200	.1796	.2005
St. Helena	2.6347	2.1514	2.4016
St. Kitts/Nevis	.2502	.2043	.2281
St. Kitts/Nevis-Mobile	.2502	.2043	.2281
St. Lucia	.2800	.2286	.2552
St. Lucia-Mobile	.2800	.2286	.2552
St. Pierre and Miquelon	.2959	.2416	.2697
St. Vincent/Grenadines	.2030	.1658	.1850
St. Vincent/Grenadines-Mobile	.2642	.2157	.2408
Sudan	.2900	.2368	.2643
Sudan-Mobile	.2900	.2368	.2643
Suriname	.3150	.2572	.2871
Suriname-Mobile	.3350	.2736	.3054
Swaziland	.2500	.2041	.2279
Swaziland-Mobile	.2500	.2041	.2279
Sweden	.0200	.0163	.0182
Sweden-Mobile	.0200	.0163	.0182
Sweden-Mobile Telia	.0200	.0163	.0182
Sweden-NGN	.0153	.0125	.0139

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Switzerland	.0200	.0163	.0182
Switzerland-Mobile	.3600	.2940	.3281
Switzerland-Mobile Swisscom	.1005	.0821	.0916
Switzerland-NGN	.0200	.0163	.0182
Switzerland-Zurich	.0160	.0131	.0146
Syria	.2650	.2164	.2416
Syria-Mobile	.3000	.2450	.2735
Taiwan	.0200	.0163	.0182
Taiwan-Mobile	.1200	.0980	.1094
Tajikistan	.1800	.1470	.1641
Tanzania	.4292	.3505	.3912
Tanzania-Mobile	.4292	.3505	.3912
Thailand	.0515	.0421	.0469
Thailand-Mobile	.0515	.0421	.0469
Togo	.4200	.3430	.3828
Togo-Mobile	.4200	.3430	.3828
Tokelau	1.9300	1.5760	1.7592
Tonga	1.2500	1.0207	1.1394
Trinidad and Tobago	.1975	.1613	.1800
Trinidad and Tobago-Mobile	.1975	.1613	.1800
Tunisia	.9438	.7707	.8603
Tunisia-Mobile	.9438	.7707	.8603
Turkey	.0505	.0412	.0460
Turkey-Istanbul	.0433	.0354	.0395
Turkey-Mobile	.2185	.1784	.1992
Turkey-Mobile Turkcell	.2247	.1835	.2048
Turkey-Mobile Vodafone	.2247	.1835	.2048
Turkey-North Cyprus	.0433	.0354	.0395
Turkey-North Cyprus Mobile	.2247	.1835	.2048
Turkmenistan	.1925	.1572	.1755
Turks and Caicos	.2478	.2023	.2259
Turks and Caicos-Mobile	.2478	.2023	.2259
Tuvalu	2.1175	1.7291	1.9301
Uganda	.3872	.3162	.3529
Uganda-Mobile	.3872	.3162	.3529
UK	.0067	.0055	.0061
UK-Freephone	.0067	.0055	.0061
UK-London	.0036	.0029	.0033
UK-Mobile	.2662	.2174	.2426
UK-Mobile H3G	.0133	.0109	.0121
UK-Mobile O2	.0133	.0109	.0121
UK-Mobile Orange	.0133	.0109	.0121
UK-Mobile T-Mobile	.0133	.0109	.0121
UK-Mobile Vodafone	.0133	.0109	.0121
UK-NGN	.2662	.2174	.2426
UK-NGN 84	.2396	.1957	.2184
UK-NGN 845	.1351	.1103	.1231
UK-NGN 870	.2396	.1957	.2184
UK-VoIP and Multimedia	.0300	.0245	.0273
UK-Wide	.0314	.0256	.0286

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Ukraine	.2950	.2409	.2689
Ukraine-Mobile	.2950	.2409	.2689
United Arab Emirates	.2400	.1960	.2188
United Arab Emirates-Dubai	.2595	.2119	.2365
United Arab Emirates-Mobile	.2400	.1960	.2188
Uruguay	.0800	.0653	.0729
Uruguay-Mobile	.2100	.1715	.1914
US Virgin Islands	.0125	.0102	.0114
USA	.0125	.0102	.0114
USA-Alaska	.0125	.0102	.0114
USA-Hawaii	.0125	.0102	.0114
USA-Puerto Rico	.0125	.0102	.0114
Uzbekistan	.1162	.0949	.1059
Uzbekistan-Mobile	.1162	.0949	.1059
Vanuatu	1.8150	1.4821	1.6544
Vatican City	.0225	.0184	.0205
Venezuela	.0250	.0204	.0226
Venezuela-Caracas	.0212	.0173	.0193
Venezuela-Maracaibo	.0212	.0173	.0193
Venezuela-Mobile	.1445	.1180	.1317
Venezuela-Valencia	.0212	.0173	.0193
Vietnam	.0850	.0694	.0775
Vietnam-Mobile	.0850	.0694	.0775
Wallis and Futuna Islands	1.7692	1.4447	1.6127
Western Samoa	2.2500	1.8373	2.0509
Yemen	.2065	.1686	.1882
Yemen-Mobile	.2065	.1686	.1882
Zambia	.4375	.3573	.3988
Zambia-Mobile	.4840	.3952	.4412
Zimbabwe	.1375	.1123	.1253
Zimbabwe-Mobile	.4800	.3920	.4375

Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master

Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HV/QSIP/911advisory.pdf>.

Voice Rates prepared for WHATCOM COUNTY - WA- Quote# 11795007

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

Customer
Signature:
Name:
Title:
Date:

VOICE QUANTITY ORDER FORM

Customer Name: Whatcom County

Please use this form to provide the details for your CenturyLink Voice Complete® services. The Voice Solutions Center will confirm order details prior to submitting your order to make sure that everything is accurate. This information is needed to properly submit CenturyLink Voice Complete orders to our provisioning team and help ensure a successful installation of your services. Please use page 2 of this form if you have multiple locations.

Requested Due Date: 2 / 16 / 2021

DESTINATIONS BY PLAN (higher plans include all destinations in lower plans)

Plans	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
Supported Calling Areas	United States- Local	France- Local and National United Kingdom- Local and National United States- National	Germany- Local and National	Netherlands- Local and National	Belgium- Local and National United Kingdom- 3 Mobile O2 EE (Orange, T-Mobile) United Kingdom- Vodafone	(Each call is rated according to the customer rate sheet)

Please use the above table to determine the type of CCP Plan needed for your solution

Plans	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
Quantity of CCPs Requested	115					

Quantity of new CenturyLink toll tree numbers Please indicate the number per country below

Please Note: When requesting new CenturyLink toll free numbers please provide the ring-to numbers and areas of service on return email or attach a spreadsheet.

Country	Belgium	France	Germany	Netherlands	United Kingdom	United States
# Toll Free/ Free Phone Numbers						
	Ireland	Portugal	Spain	Austria	Switzerland	

Pre-Paid Minutes? ☐None ☐10K ☐50K ☐100K ☐250K ☐500K ☐750K ☐1 Million Custom PPM

Plans	PPM Plan 1	PPM Plan 2	PPM Plan 3	PPM Plan 4	PPM Plan 5
Pre-Paid Minutes Plan					

Notice: The Voice Solutions Center representative working your orders will send you country-specific LOA(s) to process port requests based on the details provided in this form.

VOICE QUANTITY ORDER FORM – Location Detail

[illegible]

Location Type**

SIP Location: Location requiring SIP trunks. This is normally where the IP PBX or SBC is located. IP transport is used to reach the location.

PRI Location: Location uses a TDM PBX with TDM transport all the way from the listed location to the CenturyLink Voice Network. No Managed IAD, SIP Trunks, IP transport, IP PBX, or SBC involved.

Branch Location: Location where CenturyLink will be providing new telephone numbers or porting telephone numbers only. Calls are sent to/from a SIP or PRI location to this location over customer WAN or TDM backhaul.

Managed IAD: Location has analog lines and/or a TDM PBX or other TDM interconnect to customer equipment using PRI or CAS and the Managed IAD service has been purchased. The IAD will convert analog line, PRI or CAS T1 calls to VoIP; IP Transport is used to reach the location.

Please note: Requests for specific TNs/TN ranges may be limited to Level 3's current availability.

VOICE QUANTITY ORDER FORM - Additional Necessary Details

Caller Name (CNAM - 15-character limit, spaces included):

DEMARC Detail for Access (PRI or DIA orders ONLY):

If one directory listing, please fill out the lines below.

If multiple directory listings please attach an additional spreadsheet detailing the listings.

Directory Listing

Business Name:

Listed Address:

Listed Number:

Emergency Calling Type: ☒ Standard(Default) ☐ Lync 911

911, 999, 112, etc.

Account Codes (All Outbound Calls)? ☐ No ☐ Yes ☐ Verified ☐ Unverified

Mobility Feature Pack required? ☐ No ☐ Yes

If yes, please note numbers below. If all numbers require the Mobility Feature, please mark the check box to the right.

TNs Requiring Mobility

1		
2		
3		
4		
5		
6		
7		
8		

VOICE QUANTITY ORDER FORM – Additional Necessary Details

Contacts: Same person for all contacts? Check for yes. ☐Primary Contact: *Perry Rice* Phone # () - *360-778-5235*Email: *price@co.whatcom.wa.us*Technical Name: *Denise Toth Banyan* Phone # () - *360-778-5255*Email: *DTothBanyan@* "Billing Name: *Tamibce-Hardy* Phone # () - *360-778-5236*Email: *IT_Purchases@* "Local Name: *Chris Wilson* Phone # () - *360-*Email: *CWilson@* "

The person signing this form represents that they have authority to bind the customer identified below to the plans, quantities and other details set forth herein. This form is subject to the customer's rate sheet and customer's agreement as referenced therein.

Signature Field: Printed Name and Title: Customer: Date:

KEY CONSIDERATIONS FOR TECHNICAL CONFIGURATION -

CenturyLink SIP Trunking Interconnect:

1. CenturyLink will only send E. 164 formatted number in INVITEs sent to your equipment. Ex: +13035551212
2. Your equipment must send 10, 11 or E. 164 formatted digits to Level 3. Seven digit dial plans are unsupported.
3. CenturyLink requires that your equipment be provisioned to always use the RTP IP Address provided in the SDP messages for each call. NATs are unsupported.
4. CenturyLink uses the IP Port range 5000-28998 for RTP (even numbers) and RTCP (odd numbers) when using public access and 6000-38000 when using VPN access. If you use a firewall, you will need to allow these ranges as appropriate. Non-SIP aware NATs are unsupported.
5. CenturyLink will always send RTP to the address indicated in SDP we receive. RFC 1918 private IPs are only supported when using VPN transport. NATs are unsupported.
6. Private IPs in SIP headers are only supported with IP-VPN transport.
7. CenturyLink recommends a Diversion Header on all forwarded calls that includes the original called number in compliance with rfc5806. Various problems may occur if Diversion is not included when forwarding calls.
8. The SIP REFER method is unsupported.
9. CenturyLink does not send SIP OPTIONS. If SIP OPTIONS are sent to Level 3, we will respond with a 405 Method Not Allowed.
10. Registration is unsupported.
11. Digest authentication is unsupported.
12. A maximum of six sockets are supported with SIP/TCP. Socket reuse is required.

CenturyLink PRI Trunking Interconnect:

13. Each PRI will be built with 23 B-channels and one D-channel in the U.S. or 30 B-channels and one D-channel in EMEA. Fractional T1/E1 is unsupported.
14. Only FAS is supported (Facility Associated Signaling — channel 24 on each T1 and channel 16 on each E1 is the D-channel). NFAS is unsupported (D-channel shared by multiple T1/E1s).
15. CenturyLink recommends a Redirecting Number Information Element be included on all forwarded calls that includes the original called number. If any of your devices cannot comply, please notify your sales engineer or account representative immediately.
16. CenturyLink recommends a Calling Number Information Element be included on all calls so called party receives Caller ID. Default Calling Number is unsupported.

You will receive a CPE Provisioning Datasheet from your customer care manager containing technical details such as the CenturyLink IP addresses you will need to configure for SIP Trunking. If you have not received it by the time your activation is scheduled, please contact your customer care manager.

Please note:

Notice: The Voice Solutions Center representative working your orders will send you country-specific LOA(s) to process port requests based on the details provided in this form.

Notice: Requests for specific TNs/TN ranges may be limited to Level 3's current availability.

The Standard Letter of Agency Document

A Letter of Agency (LOA) must be completed by the end-user and supplied to CenturyLink upon request. The LOA must contain the name and current service address of the end-user and the numbers that will be ported to CenturyLink from the end-user's current carrier. The LOA used must comply with FCC regulations and must be dated and signed by the end-user or a person who has the authority to act as a legal agent.

Dear Customer,

Thank you for choosing CenturyLink Communications, LLC, ("CenturyLink") as your network carrier. As you are aware, you may continue to use your existing telephone number with CenturyLink. In order to transition your current telephone number to the CenturyLink network, CenturyLink must work with your previous service provider to ensure that your service is uninterrupted, and where applicable, to ensure that your number is transferred.

Your prior service provider requires this letter as proof that you have explicitly authorized and requested that your service and current telephone number be transferred to another service provider. By filling in all the information requested below and signing and dating this letter, you provide us with the authorization to initiate the process of transferring your service and telephone number to CenturyLink. You will then be able to use your old number with the CenturyLink network.

Please ensure the following information is completed accurately to prevent possible delays.

End-User Name (Business or Residential): Whatcom County

Person authorized to make this request if a business: Perry Rice

Service Street Address: 311 Grand Avenue Suite or Apartment No: 305

City: Bellingham State: WA ZIP Code: 98225

Current Service Provider: CenturyLink

*Note that all Telephone Numbers listed below must be associated with this Name.

<u>Beginning Range TN</u>	<u>End Range TN</u>	<u>Billing (main acct) TN for porting TNs</u>
1 See Attached List		
2		
3		
4		
5		
6		

PLEASE REMOVE ANY FEATURES (i.e., Hunt Group) ASSOCIATED WITH THESE NUMBERS PRIOR TO SUBMITTING THIS LOA. ADDITIONALLY, PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS OR DISCONNECTS WITH YOUR CURRENT SERVICE PROVIDER ON THIS ACCOUNT, AS THIS WILL CAUSE A DELAY IN PORTING YOUR NUMBERS.

If you wish to select CenturyLink as your new service provider for the telephone number listed on this form, you will need to sign your initials on the THREE (3) lines below, as applicable:

I select _____ (initials) CenturyLink as the network carrier for all local calls for this number.

I select _____ (initials) CenturyLink as the network carrier for all intrastate toll calls for this number.

I select _____ (initials) CenturyLink as the network carrier for all interstate toll and international calls for this number.

If you want to receive service on the CenturyLink network, you will need to select CenturyLink in ALL THREE (3) spaces above. You may not have more than one carrier for each TYPE of service above.

By signing below, I designate CenturyLink to transfer my service from my current provider to CenturyLink. By signing below, I also authorize CenturyLink to transfer my current telephone number used to provide service so that CenturyLink may provide its network service to me. By signing below, I also authorize CenturyLink to obtain billing information, customer service records, and other information required to provide me with service on the CenturyLink network. I understand that I may consult with CenturyLink as to whether a fee will apply to the change.

Printed End-User Name: _____ Date: _____

Signature: _____

Whatcom County DID List as of 12/02/2020

TOTAL = 2139

Range 360-778-5000 to 360-778-6999

PLUS

3603808115	3606766775	3607157456	3607382519
3606761180	3606766776	3607157457	3607382520
3606764593	3606766777	3607157459	3607382521
3606766556	3606766778	3607157460	3607382524
3606766557	3606766779	3607157461	3607382525
3606766558	3606766780	3607157462	3607382531
3606766650	3606766783	3607157463	3607382532
3606766652	3606766784	3607157464	3607384552
3606766670	3606766789	3607157466	3607384553
3606766690	3606766790	3607157467	3607384556
3606766692	3606766793	3607157470	3607384557
3606766693	3606766794	3607157474	3607384560
3606766694	3606766802	3607157477	3607384561
3606766700	3606766803	3607157478	
3606766708	3606766833	3607157490	
3606766715	3606766848	3607331442	
3606766717	3606766863	3607331587	
3606766722	3606766874	3607332900	
3606766724	3606766876	3607333209	
3606766725	3606766879	3607333547	
3606766730	3606766886	3607333740	
3606766734	3606766895	3607382452	
3606766736	3606766907	3607382453	
3606766737	3606766909	3607382457	
3606766739	3606766934	3607382458	
3606766740	3606766940	3607382459	
3606766741	3606766952	3607382466	
3606766742	3606767634	3607382468	
3606766743	3606767646	3607382469	
3606766745	3606767647	3607382472	
3606766746	3606767684	3607382475	
3606766747	3606767685	3607382477	
3606766748	3606767688	3607382480	
3606766754	3606767694	3607382481	
3606766759	3606767695	3607382494	
3606766762	3606767727	3607382502	
3606766764	3606767728	3607382503	
3606766770	3606769311	3607382507	
3606766771	3607157450	3607382508	
3606766772	3607157451	3607382512	
3606766773	3607157453	3607382515	
3606766774	3607157454	3607382517	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-018

File ID:	AB2021-018	Version:	1	Status:	Introduced
File Created:	12/29/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 2, in the amount of \$5,839,516

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #2 requests funding from the General Fund:

1. To appropriate \$120,881 to the Public Defender to fund an additional Deputy II from grant proceeds.
2. To appropriate \$50,000 to the Public Defender to fund an additional extra help attorney from grant proceeds.
3. To appropriate \$126,000 to Health to fund COVID response temporary staff from donations.
4. To appropriate \$24,000 to Health to fund wage and benefit costs of COVID case and contact investigators work study program.
5. To appropriate \$3,788 to fund the support of the behavioral health services in the jail and the GRACE program from grant proceeds.

Supplemental #2 requests funding from the Homeless Housing Fund:

1. To appropriate \$1,460,288 to Health to fund the Emergency Solutions Grant - COVID from grant proceeds.
2. To appropriate \$964,000 to Health to fund the DOC Shelter Program from grant proceeds.

Supplemental #2 requests funding from the Countywide Emergency Medical Fund:

To appropriate \$192,350 to fund the 2nd Bellingham Fire Community Paramedic.

Supplemental #2 requests from the COVID Emergency Response Fund:

To appropriate \$2,673,602 to fund COVID response operations from grant proceeds.

Supplemental #2 requests funding from the Emergency Management Fund:

1. To appropriate \$25,397 to fund FFY2020 20EMPG-S from grant proceeds.
2. To appropriate \$75,000 to fund Whatcom County Natural Hazard Mitigation Plan from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/12/2021	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ordinance, Summary, Supplementals

**ORDINANCE NO.
AMENDMENT NO. 2 OF THE 2021 BUDGET**

WHEREAS, the 2021-2022 budget was adopted November 24, 2020; and,
WHEREAS, changing circumstances require modifications to the approved 2021-2022 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 2021-2022
Whatcom County Budget Ordinance #2020-068 is hereby amended by adding the following additional
amounts to the 2021 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Public Defender	170,881	(170,881)	-
Health	277,998	(281,786)	(3,788)
Total General Fund	448,879	(452,667)	(3,788)
Homeless Housing Fund	2,424,288	(2,424,288)	-
Countywide Emergency Medical Fund	192,350	-	192,350
COVID Emergency Response Fund	2,673,602	(2,673,602)	-
Emergency Management Fund	100,397	(100,397)	-
Total Supplemental	5,839,516	(5,650,954)	188,562

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control
Changes in the 2021-2022 Budget Ordinance should also be amended to provide for the following
FTE change:

- Add 1 FTE Deputy II I Public Defender

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

Approved by email/C Quinn/M Caldwell
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

Fund	Expenditures	Revenues	Net Effect
General Fund			
Public Defender	170,881	(170,881)	-
Health	277,998	(281,786)	(3,788)
Total General Fund	448,879	(452,667)	(3,788)
Homeless Housing Fund	2,424,288	(2,424,288)	-
Countywide Emergency Medical Fund	192,350	-	192,350
COVID Emergency Response Fund	2,673,602	(2,673,602)	-
Emergency Management Fund	100,397	(100,397)	-
Total Supplemental	5,839,516	(5,650,954)	188,562

WHATCOM COUNTY				
Summary of the 2021 Supplemental Budget Ordinance No. 2				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Public Defender	To fund an additional Deputy II from grant proceeds.	120,881	(120,881)	-
Public Defender	To fund an additional extra help attorney from grant nroceeds.	50,000	(50,000)	-
Health	To fund Covid response temporary staff from donations.	126,000	(126,000)	-
Health	To fund wage and benefit costs of Covid case and contact investigators work study program.	24,000	(24,000)	-
Health	To fund the support of the behavioral health services in the jail and the GRACE program from grant proceeds.	127,998	(131,786)	(3,788)
Total General Fund		448,879	(452,667)	(3,788)
Homeless Housing Fund				
Health	To fund the Emergency Solutions Grant - COVID from grant proceeds.	1,460,288	(1,460,288)	-
Health	To fund the DOC Shelter Program from grant proceeds.	964,000	(964,000)	-
Total Homeless Housing Fund		2,424,288	(2,424,288)	-
Countywide Emergency Medical Fund	To fund 2nd Bellingham Fire Community Paramedic.	192,350	-	192,350
COVID Emergency Response Fund	To fund COVID response operations from grant proceeds.	2,673,602	(2,673,602)	-
Emergency Management Fund				
Emergency Management	To fund FFY2020 20EMPG-S from grant proceeds.	25,397	(25,397)	-
Emergency Management	To fund Whatcom County Natural Hazard Mitigaton Plan from grant proceeds.	75,000	(75,000)	-
Total Emergency Management Fund		100,397	(100,397)	-
Total Supplemental		5,839,516	(5,650,954)	188,562

Supplemental Budget Request

Public Defender

Suppl ID # 3148 Fund 1 Cost Center 2672 Originator: Julie Wiles

Year 1 2021 Add'l FTE ☐ Priority 1

Name of Request: Coronavirus Emergency Supplemental Fund Grant

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1675	Coronavirus Emerg Supp Fds	(\$120,881)
	6110	Regular Salaries & Wages	\$81,654
	6210	Retirement	\$10,500
	6230	Social Security	\$6,247
	6245	Medical Insurance	\$15,629
	6255	Other H&W Benefits	\$2,620
	6259	Worker's Comp-Interfund	\$728
	6269	Unemployment-Interfund	\$213
	6510	Tools & Equip	\$3,290
	7110	Registration/Tuition	
	Request Total		\$0

1a. Description of request:

This Supplemental is for 1 FTE (Deputy II, Public Defender) attorney to assist our department with cases as a result of the Corona virus.

The Whatcom County Public Defender is a firm of 18 lawyers, four full time investigators and support staff. The office provides the majority of the representation in Whatcom County Courts for Adult Felonies, Juvenile Offenders and Misdemeanor prosecutions. Over the last several years it has become increasingly difficult to maintain caseload standards as set by the Washington Supreme Court. Those standards were recently modified by the Washington Bar Association Board of Governors to account for issues related to COVID. Whatcom County suspended jury trials in March 2020 and they have yet to resume. Accordingly, the continued filing of criminal cases coupled with the dramatic reduction in resolved cases has caused current pending cases to substantially increase. In late 2020, the Public Defender, Assigned Counsel, Whatcom County Executive and Whatcom County Finance reached an agreement to send approximately 150 felony cases to private counsel and pay for the representation with CARES Act funds. We anticipate the same problems we experienced in 2020 to continue into 2021 until jury trials resume and for a substantial period of time thereafter. The Grant referenced above provides the ability to bring on a Deputy II FTE for two years to assist with felony case loads. The goal is to bring current pending caseloads down and to maintain compliance with Caseload Standards set by the Washington Supreme Court.

1b. Primary customers:

Whatcom County Public Defender clientele.

2. Problem to be solved:

For 2020, the Whatcom County Public Defender has had to send 146 felony referrals back to Assigned Counsel for October, November and December of 2020. These returns were necessary to keep the office within Caseload Standards for 2020 and to account for rising pending caseloads due to the absence of

Wednesday, January 06, 2021

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Public Defender

Suppl ID # 3148	Fund 1	Cost Center 2672	Originator: Julie Wiles
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jury trials in Whatcom County.

3a. Options / Advantages:

Hiring a Deputy II FTE Public Defender attorney is the best option we have in order to ensure our attorneys are not going over the Case Standards.

3b. Cost savings:

This supplemental request will be paid for from the Coronavirus Emergency Supplemental Fund.

4a. Outcomes:

In 2021, the Whatcom County Public Defender anticipates similar caseload issues as experienced in 2020. However, grant funds would enable the office to hire a Deputy II Public Defender to handle a felony case load, lowering pending caseloads for the other felony attorneys.

Higher staff morale will also be a result of having this extra full time FTE attorney..

4b. Measures:

Case load standards will be met.

5a. Other Departments/Agencies:

This request will have a positive impact on the Courts and the Prosecutor's Office. Adequate staffing helps prevent court congestion and unnecessary continuances while enabling the Public Defender to provide constitutionally mandated representation within State Standards.

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

6. Funding Source:

The funding source is the Coronavirus Emergency Supplemental Fund from the Washington State Department of Commerce.

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 3139 Fund 1 Cost Center 2671 Originator: Julie Wiles

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Office of Public Defense CESF Grant Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1675	Coronavirus Emerg Supp Fds	(\$50,000)
	6120	Extra Help	\$50,000
	Request Total		\$0

1a. Description of request:

This Supplemental is for a temp extra help attorney to assist our department with cases as a result of the Corona virus. We plan to have this temp extra help work approximately 30 hours per week at a rate of \$31.22 per hour (Deputy I, Step I). This position is sought only after the department secured a grant from the Washington State Office of Public Defense Coronavirus Emergency Supplemental Fund in the amount of \$50,000.00.

The Whatcom County Public Defender is a firm of 18 lawyers, four full time investigators and support staff. The office provides the majority of the representation in Whatcom County Courts for Adult Felonies, Juvenile Offenders and Misdemeanor prosecutions. Over the last several years it has become increasingly difficult to maintain caseload standards as set by the Washington Supreme Court. Those standards were recently modified by the Washington Bar Association Board of Governors to account for issues related to COVID. Whatcom County suspended jury trials in March 2020 and they have yet to resume. Accordingly, the continued filing of criminal cases coupled with the dramatic reduction in resolved cases has caused current pending cases to substantially increase. In late 2020, the Public Defender, Assigned Counsel, Whatcom County Executive and Whatcom County Finance reached an agreement to send approximately 150 felony cases to private counsel and pay for the representation with CARES Act funds. We anticipate the same problems we experienced in 2020 to continue into 2021 until jury trials resume and for a substantial period of time thereafter. The Grant referenced above provides the ability to bring on a temporary attorney to free up line felony attorneys' time to devote to cases. The goal is to bring current pending caseloads down and to maintain compliance with Caseload Standards set by the Washington Supreme Court.

1b. Primary customers:

Whatcom County Public Defender clientele.

2. Problem to be solved:

For 2020, the Whatcom County Public Defender has had to send 146 felony referrals back to Assigned Counsel for October, November and December of 2020. These returns were necessary to keep the office within Caseload Standards for 2020 and to account for rising pending caseloads due to the absence of jury trials in Whatcom County.

3a. Options / Advantages:

Hiring a temp extra help attorney is the best option we have in order to ensure our attorneys are not going over the Case Standards.

3b. Cost savings:

This supplemental will be paid for with a grant from the Office of Public Defense.

Wednesday, December 23, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 3139

Fund 1

Cost Center 2671

Originator: Julie Wiles

4a. Outcomes:

In 2021, the Whatcom County Public Defender anticipates similar caseload issues as experienced in 2020. However, grant funds would enable the office to hire a temporary attorney to handle daily recurring calendars and will free up felony line attorney time to provide for the more efficient and timely resolution of cases, lowering pending caseloads.

Higher staff morale will also be a result of having extra help to assist with case loads.

4b. Measures:

Case load standards will be met.

5a. Other Departments/Agencies:

This request will have a positive impact on the Courts and the Prosecutor's Office. Our regular line attorneys will be better able to focus on their current case loads while this temp extra help attorney will attend the daily court hearings for arraignments and first appearance etc.

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

6. Funding Source:

The Washington State Office of Public Defense Corona virus Emergency Supplemental Fund approved this subject \$50,000.00 grant.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3146

Fund 1

Cost Center 627500

Originator: Cindy Hollinsworth

Expenditure Type: One-Time


Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: NW Workforce Council Grant

X  on behalf of Erin Lauterbach (2/23/20)
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$126,000)
	6120	Extra Help	\$82,930
	6210	Retirement	\$7,238
	6230	Social Security	\$6,344
	6245	Medical Insurance	\$24,744
	6255	Other H&W Benefits	\$2,905
	6259	Worker's Comp-Interfund	\$1,533
	6269	Unemployment-Interfund	\$306
	Request Total		\$0

1a. Description of request:

The Health Department requests expenditure authority for additional new dedicated funding from the Northwest Workforce Council available through June 30, 2021. This funding will decrease the burden upon the general fund for COVID response expenses.

These funds will be utilized for salary expenses for Health Department temporary staff working on the COVID response. Temporary staffing will include four community testing program site assistants/registrar and three case and contact investigators. These staff qualify for the disaster-relief employment program through the Northwest Workforce Council.

1b. Primary customers:

Whatcom county residents needing education about isolation or quarantine or support for COVID-19 testing.

2. Problem to be solved:

The Health Department requires surge staffing to support expanded response to COVID-19, as well as support testing and community mitigation.

3a. Options / Advantages:

Eligible Whatcom County residents who have been displaced or laid off due to COVID-19 will be employed by Whatcom County. This will provide needed staffing resources to the COVID-19 response and meaningful work for people currently unemployed.

3b. Cost savings:

Positions are funded by Northwest Workforce Council and will offset General Fund expenditures to provide for COVID-19 response.

4a. Outcomes:

The Health Department will have additional staff to support COVID response, both in conducting case and contact investigations and in providing assistance to testing team to ensure efficiency and volume in community testing.

Wednesday, December 23, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3146

Fund 1

Cost Center 627500

Originator: Cindy Hollinsworth

4b. Measures:

Metrics for case and contact investigation and testing for COVID-19, including 90% of cases contacted within 24 hours of test result and contacts contacted within 48 hours of case interview.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Northwest Workforce Council.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3147

Fund 1

Cost Center 627700

Originator: Cindy Hollinsworth

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: WWU Workstudy

X  on behalf of Erik Lauterbach 12/23/20
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$24,000)
	6120	Extra Help	\$21,939
	6230	Social Security	\$1,678
	6255	Other H&W Benefits	\$32
	6259	Worker's Comp-Interfund	\$328
	6269	Unemployment-Interfund	\$23
	Request Total		\$0

1a. Description of request:

The Health Department requests spending authority for new dedicated funding from Western Washington University's Work-study Program. This funding will reimburse Whatcom County for partial cost of wages and fringe benefits for 4 work-study students to serve as COVID case and contact investigators at the Health Department during the current academic year.

1b. Primary customers:

Whatcom county residents needing education about isolation or quarantine.

2. Problem to be solved:

The Health Department requires surge staffing to support expanded response to COVID-19, including in increasing case and contact investigators.

3a. Options / Advantages:

Students with an interest in public health will have the opportunity to learn more about the Health Department while providing a needed COVID-19 response function.

3b. Cost savings:

Positions are partially funded by WWU work-study program, which offsets the General Fund contribution to the COVID-19 response.

4a. Outcomes:

Health will have additional staff to support COVID-19 response.

4b. Measures:

Metrics for case and contact investigation and testing for COVID-19, including 90% of cases contacted within 24 hours of test result and contacts contacted within 48 hours of case interview.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3147

Fund 1

Cost Center 627700

Originator: Cindy Hollinsworth

Western Washington University Work-Study Program Funding

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3145

Fund 1

Cost Center 675700

Originator: Anne Deacon

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: North Sound ASO Trueblood Grant

X

[Signature] on behalf of Erika Loukenbach

12/23/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9395	Comm Mental Health Svcs	(\$131,786)
	6610	Contractual Services	\$127,998
	Request Total		(\$3,788)

1a. Description of request:

We are requesting expenditure authority of new grant funding from the state to support treatment services in the jail and in the community. This funding will support the provision of behavioral health services in the jail and the GRACE program.

1b. Primary customers:

Individuals with serious mental health disorders, particularly class members of the state's Trueblood lawsuit. Class action members include those people with serious mental illness who need to undergo an evaluation of their competency to stand trial, or who have been deemed incompetent to stand trial as a result of a mental illness and require restoration services from a designated hospital.

2. Problem to be solved:

Individuals with behavioral health disorders, especially class action members, have more difficulties than the general population with accessing behavioral health and support services effectively. Decompensation of one's mental illness can lead to hospitalization and increased time in the justice system.

3a. Options / Advantages:

This new funding supports the county's efforts to provide intensive services to people involved in the criminal justice system and who have serious mental health disorders. Trueblood funding is intended to help serve people with behavioral health disorders in their communities in an effort to avoid expensive hospitalizations, arrests and incarceration.

3b. Cost savings:

These monies are not local funds, but rather derive from a state legislative proviso. Therefore, this decreases the burden on local dollars that might be used for these services.

4a. Outcomes:

Outcomes include: Less offender recidivism, increased stability in services, and increased retention in services.

4b. Measures:

Number of offenders with serious mental illness served in the jail and by the GRACE program and connected to ongoing services

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Wednesday, December 23, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3145

Fund 1

Cost Center 675700

Originator: Anne Deacon

North Sound Behavioral Health Administrative Services Organization- State proviso funds

Supplemental Budget Request

Status: Pending


Health

Human Services

Suppl ID # 3140 Fund 122 Cost Center 122900 Originator: Anne Deacon

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Emergency Solutions Grant-COVID

X  on behalf of Erika Lauterbach 12/23/20
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$1,460,288)
	6610	Contractual Services	\$1,460,288
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority of additional federal funding (Emergency Solutions Grant – COVID) passed through by the Washington State Department of Commerce from the U.S. Department of Housing and Urban Development (HUD). This funding will be used to prevent, mitigate, and reduce the transmission of COVID-19 in Whatcom County for those experiencing or at high risk of homelessness.

This will be accomplished through the following activities for those experiencing or at high risk of homelessness: 1) expand capacity of emergency motel stays for families with children, youth and young adults, and highly vulnerable singles; 2) add rental assistance resources; 3) add personnel support including case management for achieving housing stability and retention; 4) support additional Homeless Management Information Systems data management costs related to this grant; 5) provide other financial assistance related to housing such as security deposits, utility costs, and application fees. 6) Purchase of beds for Base Camp emergency shelter. 7) Provide additional staffing and supplies for Sun House emergency shelter to mitigate the impacts of COVID-19 for residents and staff

The goal of these funded services is to bring people inside in temporary and permanent housing to reduce the risk of the spread of COVID-19, and facilitate transition to permanent and stable housing quickly. The grant total is \$3,044,770 and provides funding through September 30, 2022.

1b. Primary customers:

Whatcom County individuals and families experiencing and/or at risk of homelessness.

2. Problem to be solved:

On January 23, 2020, 707 people in Whatcom County were counted as experiencing homelessness during the annual Point in Time (PIT) Count. In addition to those counted, hundreds more are known to be at risk of losing their homes and becoming homeless in Whatcom County. The number of shelter beds available for families with children, youth and young adults, and highly vulnerable singles, is insufficient to meet the current need. Additionally, households living in vehicles, outdoors, and doubled up in overcrowded conditions may be unable to meet social distancing recommendations, and often lack access to sanitary facilities for personal care needs. Congregate living situations are not recommended during the COVID-19 pandemic. Increased case management is needed to increase capacity to assist households in achieving housing stability and retention.

3a. Options / Advantages:

These additional funds will support an expansion of shelter options thereby promoting individual as well as public health and welfare interests. The provision of safe shelter and rental assistance, in combination with case management and related support, will reduce potential exposure to and spread of COVID-19, and focus on housing stability objectives resulting in permanent housing.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3140

Fund 122

Cost Center 122900

Originator: Anne Deacon

3b. Cost savings:

These funds are supported by federal dollars passed on through the state and will not impact local funds. The intent of these funds is to mitigate, prepare for, prevent, and end the spread of COVID-19 in the community among vulnerable populations. The resources supported by these funds are intended to avoid the spread of COVID-19 in the community and related costs, and support public health. People in emergency shelters and permanent housing, and receiving case management, are more likely to achieve housing stability, and thereby reduce public costs related to homelessness and the spread of COVID-19.

4a. Outcomes:

Increased capacity of shelter and rental assistance resources and increased numbers served for highly vulnerable populations to prevent, mitigate, and prepare for the spread of COVID-19 in the community among vulnerable populations lacking stable housing.

4b. Measures:

Increase in number served of those at high-risk of or experiencing homelessness with increased non-congregate emergency shelter capacity, rental assistance and case management throughout the county.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Washington State Department of Commerce is dispersing these funds which originate from the U.S. Department of Housing and Urban Development (HUD).

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3144

Fund 122

Cost Center 122900

Originator: Anne Deacon

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: DOC Shelter Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$964,000)
	6610	Contractual Services	\$964,000
	Request Total		\$0

1a. Description of request:

The Health Department requests expenditure authority of new funding from the Washington State Department of Commerce to develop/expand shelter capacity in 2021. The goal of the funded services is to bring individuals inside and transition participants to permanent housing quickly. The grant total of \$1,194,211 provides funding through June 30, 2023 and it is expected that \$964,000 will be utilized in 2021.

1b. Primary customers:

Whatcom County individuals and families experiencing homelessness.

2. Problem to be solved:

On January 23, 2020, 707 people in Whatcom County were counted as experiencing homelessness during the annual Point in Time (PIT) Count. In addition to those counted, hundreds more are known to be at risk of losing their homes and becoming homeless in Whatcom County. In 2019, there were 432 emergency shelter beds available in Whatcom County. The number of safe emergency shelter beds does not meet the need in the community. To add to this challenge, increased bed capacity in existing shelter has been challenging as congregate living situations are not recommended during the COVID-19 pandemic.

3a. Options / Advantages:

These additional funds will support an expansion of shelter options which will promote individual as well as public health and welfare interests. Providing safe nightly shelter with the opportunity for regular social service supports can help those experiencing homelessness gain stability and begin to access more permanent housing options.

3b. Cost savings:

These funds are supported by state dollars and will not impact local funds. Cost savings will occur as people are stabilized in housing, and the negative impacts to public health and welfare are mitigated.

4a. Outcomes:

Increased shelter opportunities to provide for safety, security and wellness for those experiencing homelessness.

4b. Measures:

Increase in number of additional shelter beds and services in the community to provide support to those experiencing homelessness.

5a. Other Departments/Agencies:

The Health Department will work closely with Whatcom Homeless Service Center's Coordinated Entry Partners as well as other shelter providers willing to enter information into the Homeless Management

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3144

Fund 122

Cost Center 122900

Originator: Anne Deacon

Information System (HMIS). The Health Department will work with subgrantees to ensure grant requirements are met, and to support their efforts in reducing homelessness. The Health Department will also work with the City of Bellingham, the small cities and the Whatcom County Housing Advisory Committee to ensure coordination of resources and effective communication.

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

n/a

6. Funding Source:

Washington State Department of Commerce is dispersing these funds which are a part of the state appropriations of the Home Security Fund.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3150 Fund 130 Cost Center 130115 Originator: Tawni Helms

Expenditure Type: One-Time Year 1 2021 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Community Paramedic Support

X

Department Head Signature (Required on Hard Copy Submission)

1/5/21
Date

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$0
	7210	Intergov Prof Svcs	\$192,350
	Request Total		\$192,350

1a. Description of request:

This budget supplemental provides the financial support for the 2nd Bellingham Fire Community Paramedic as recommended by the EMS Oversight Board in 2020. The Community Paramedic program budget was originally authorized under cost center 130100 and is now established under 130115. The intention for the 2021-2022 budget was to fund three community paramedics (CPMs) at \$192,350 per CPM for a total of \$577,050. This was expressed through budget process however, the ASR did not include the correct funding amount for all three CPMs. ASR 2021-6333 which was intended to cover three community paramedics in the 2021 and 2022 budget did not include the necessary funding for all three community paramedics (2 w/Bellingham Fire Department and 1 with Fire District 7).

1b. Primary customers:

Whatcom county residents as this program decreases the impact on EMS resources.

2. Problem to be solved:

The Community Paramedic Budget is being corrected as recommended and approved through the EMS Oversight Board and the budget discussion process.

3a. Options / Advantages:

If not funded, Bellingham Fire Department can not continue their successful community paramedic program.

3b. Cost savings:

Reducing Advanced Life Support call volumes reduces the cost to the EMS system.

4a. Outcomes:

The Community Paramedic Program is serving over 100 active patients. Active patients are defined by EMS as someone who has been seen by EMS more than 16 times in a year.

4b. Measures:

AS patients participate in the program they are resolving the issues that have prompted their calls for ALS services.

5a. Other Departments/Agencies:

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

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3150

Fund 130

Cost Center 130115

Originator: Tawni Helms

6. Funding Source:

EMS Levy Fund

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3143

Fund 134

Cost Center 134

Originator: Erika Lautenbach

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: COVID Relief fund

X

Erika Lautenbach on behalf of Erika Lautenbach 12/23/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9210	COVID-19 Assistance	(\$2,673,602)
	6110	Regular Salaries & Wages	\$183,920
	6120	Extra Help	\$261,657
	6140	Overtime	\$8,000
	6210	Retirement	\$57,588
	6230	Social Security	\$34,087
	6245	Medical Insurance	\$174,685
	6255	Other H&W Benefits	\$19,027
	6259	Worker's Comp-Interfund	\$6,048
	6269	Unemployment-Interfund	\$1,161
	6320	Office & Op Supplies	\$20,000
	6510	Tools & Equip	\$35,000
	6610	Contractual Services	\$1,207,490
	8301	Operating Transfer In	\$36,000
	8351	Operating Transfer Out	\$628,939
	Request Total		\$0

1a. Description of request:

In order to support COVID response efforts, and in the absence of other funding sources, the Health Department requests funding from the COVID Relief fund to support the on-going COVID response operations through June 30, 2020.

We are requesting the authorization to hire up to 5 full-time, benefitted, short term nurse positions. These positions would replace 5 current temporary nurse positions and would contribute to the Health Department's shift to a more stable staffing response to the COVID pandemic. These funds would also be utilized for salary and benefit expenses for 17 temporary staff currently working both within health department operations and within the Whatcom Unified Command structure.

In addition, these funds will cover rent and service expenses for the Isolation and Quarantine Center, personal protective equipment, contractual services for COVID testing, vaccinating and vaccine planning and a social marketing campaign to prevent the spread of COVID.

1b. Primary customers:

Customers are all residents of Whatcom County, who will benefit from timely case and contact investigations, continued testing five days per week, quarantine and isolation support, warehouse/PPE management and distribution, and communication support.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3143

Fund 134

Cost Center 134

Originator: Erika Lautenbach

2. Problem to be solved:

Temporary positions create a structural barrier for stable and consistent support. Temporary employees may only work full time for three months and then drop hours to 16 hours per week. For many of these positions, it takes a full three months for proficiency. This challenge contributes to turnover in favor of full time positions, instability in staffing, severe administrative burden to continually recruit and hire additional temporary staff, and reduced capacity to respond to the pandemic.

3a. Options / Advantages:

Employees will be advantaged by having benefits, especially among those in higher COVID risk roles, and by having some stability and predictability in their employment status. The County will be advantaged by have a more stable workforce and the ability to attract and retain well-qualified individuals needed to respond to COVID.

3b. Cost savings:

Some of these positions will replace the need for higher cost contractors. The more effective the response, the sooner the county will recover economically.

4a. Outcomes:

More staff available to assist in the response, less administrative time spent in recruitment and hiring, more efficient operations with better trained and more experienced staff, less reliance on costly contracts.

4b. Measures:

Five day a week testing, with a capacity of 2500 tests/week; 90% of cases called within 24 hours; 80% of contacts called within 48 hours; daily monitoring of all people in isolation and quarantine; timely contact with businesses, schools, day cares, healthcare organizations, and long term care facilities.

5a. Other Departments/Agencies:

These positions will benefit Whatcom Unified Command staffed positions, and will reduce the need for other departments to lend staff to the response.

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

Erika Lautenbach, Director of the Health Department and Incident Commander for Whatcom Unified Command.

6. Funding Source:

COVID relief funds

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3141

Fund 167

Cost Center 1673520005

Originator: Frances Burkhart

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 20EMPG-S COVID-19

X *Bur E*

12.21.2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	(\$25,397)
	6120	Extra Help	\$11,580
	6230	Social Security	\$890
	6255	Other H&W Benefits	\$17
	6259	Worker's Comp-Interfund	\$198
	6269	Unemployment-Interfund	\$12
	6510	Tools & Equip	\$12,700
	Request Total		\$0

1a. Description of request:

The US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) to Whatcom County in 2020 (WCC# 202007018). This grant allows Whatcom County Sheriff's Office Division of Emergency Management to fund an Extra Help position to help manage volunteer resources during the COVID response and purchase additional communications equipment.

1b. Primary customers:

Local emergency management, partner agencies, and the residents of Whatcom County.

2. Problem to be solved:

Budget authority is needed to carry over unexpended grant funds from 2020 into 2021.

3a. Options / Advantages:

Without this grant funding, these projects would have to be funding with local monies or eliminated.

3b. Cost savings:

\$25,397

4a. Outcomes:

Extra Help will support on-going COVID volunteer operational and administrative activities and communications equipment will be procured and deployed.

4b. Measures:

WCSO-DEM and Whatcom Unified Command will monitor program projects.

5a. Other Departments/Agencies:

Department and agency requests for volunteers will be vetted through Whatcom Unified Command.

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

N/A

6. Funding Source:

Federal Grant: DHS/FEMA 20EMPG-S, E20-225; CFDA# 97.042. (WCC# 202007018)

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3142

Fund 167

Cost Center 1673520006

Originator: Frances Burkhart

Expenditure Type: One-Time

Year 1 2021

Add'l FTE ☐

Add'l Space ☐

Priority 2

Name of Request: Pre-Disaster Mitigation Grant

X

Bur E

12-21-2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

Object	Object Description	Amount Requested
4333.8704	FEMA Military	(\$75,000)
6320	Office & Op Supplies	\$750
6330	Printing	\$500
6610	Contractual Services	\$72,500
6655	Interpreter Services	\$750
7140	Meeting Refreshments	\$500
Request Total		\$0

1a. Description of request:

Requesting budget authority to proceed with the required update to the Whatcom County Natural Hazard Mitigation Plan.

1b. Primary customers:

Whatcom County jurisdictions and the populations they serve.

2. Problem to be solved:

As outlined in 44 CFR 201.6 - Local Mitigation Plans, the Whatcom County Natural Hazard Mitigation Plan is a multi-jurisdictional local plan that summarizes Whatcom County's natural hazards, provides a risk and vulnerability assessment, and includes mitigation strategies, projects, and action plans to help reduce the impacts of natural hazards. An approved plan meets one of the eligibility requirements for participating jurisdictions to apply for and receive funding from the Stafford Act Hazard Mitigation Assistance (HMA) grant programs. Jurisdictions with approved mitigation plans may also be eligible for points under the National Flood Insurance Program's Community Rating System (CRS).

The Natural Hazard Mitigation Plan must be updated and approved by FEMA every five years. The current plan expires December 14, 2021.

3a. Options / Advantages:

The US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a FFY2018 Pre-Disaster Mitigation Grant to Whatcom County (WCC# 202011017) to help fund this project, which would otherwise have to be funded with local monies.

3b. Cost savings:

\$75,000

4a. Outcomes:

The updated Whatcom County Natural Hazard Mitigation Plan will be approved by FEMA by 12/14/2021.

4b. Measures:

FEMA will approve the 2021 Whatcom County Natural Hazard Mitigation Plan.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3142

Fund 167

Cost Center 1673520006

Originator: Frances Burkhart

Participating jurisdictions in the current plan (12-15-2016) include the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, Lake Whatcom Water and Sewer District, Meridian School District, Port of Bellingham, Whatcom County Fire District#11, Whatcom County Flood Control District, and Whatcom County.

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

Each participating jurisdiction appoints a lead planner to coordinate its jurisdiction-specific update.

6. Funding Source:

Federal Grant: FEMA Pre-Disaster Mitigation Grant, D21-008; CFDA 97.047. (WCC# 202011017)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-041

File ID:	AB2021-041	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JWiles@co.whatcom.wa.us		
Department:	Public Defender's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a grant agreement between Whatcom County and the Washington State Department of Commerce for an additional attorney to assist in handling deferred cases as a result of the coronavirus, in the amount of \$238,417.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff memo, Grant Agreement

DIRECTOR
Starck M. Follis

CHIEF DEPUTY
Maialisa A.S. Vanyo

**OFFICE
ADMINISTRATOR**
Julie G. Wiles

**INVESTIGATIVE
SUPERVISOR**
Joe Dozal

INVESTIGATORS
Cheri Mulligan
Brandi Bowers
Abby Goldman

**BEHAVIORAL
HEALTH
SPECIALIST**
Nathan Bajema

WHATCOM COUNTY PUBLIC DEFENDER

215 N. Commercial Street
Central Plaza Building
Bellingham, Washington 98225

(360) 778-5640
FAX (360) 778-5641
pubdef@co.whatcom.wa.us

SENIOR DEPUTY II
Alan Chalfie
Shoshana Paige

SENIOR DEPUTIES
Mamie G. Lackie
Richard S. Larson
Amy L.M. Jones
Jane Boman
Maggie Peach

DEPUTIES
Peter G. Ramey
Diana C. Anderson
Thomas H. Fryer
Nicole S. Murray
Timothy Arnold
Stuart Cassel
John All
Krista van Amerongen
Kayla Wolfe

MEMORANDUM

To: Satpal Sidhu, Whatcom County Executive
Whatcom County Council Members

From: Starck Follis, Director, Whatcom County Public Defender's Office

Subject: Contract between Whatcom County and the Washington State Department of Commerce, Coronavirus Emergency Supplemental Fund

Date: January 6, 2021

BACKGROUND

The Whatcom County Public Defender's Office has applied for and been approved for a grant in the amount of \$238,417.00 from the Washington State Department of Commerce, Coronavirus Emergency Supplemental Fund for the purpose of hiring a 1.0 FTE Deputy II attorney for a two-year period.

This attorney position will be funded 100% for a two-year period in order to assist in handling the number of deferred cases resulting from the coronavirus.

RECOMMENDED ACTION:

The Whatcom County Public Defender's Office requests the County Executive and County Council review and approve this grant contract award in the amount of \$238,417.00.


If you have any questions about this agreement, please contact Julie Wiles at ext. 5646.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202101003

Originating Department:	Whatcom County Public Defender's Office
Division/Program: (i.e. Dept. Division and Program)	
Contract or Grant Administrator:	Julie Wiles, Office Administrator
Contractor's / Agency Name:	WA State Dept. of Commerce, Community Services and Housing Div., Office of Crime Victims Advocacy, Coronavirus Emergency Supplemental Fund
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): F20-3144C-073 CFDA#: 16.751</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 type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____</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> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input 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>\$ 238,417.00</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</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.
Summary of Scope:	
Addition of staff to assist in handling the number of deferred cases resulting from the Coronavirus	
Term of Contract: 01/01/21 to 12/31/22	Expiration Date: 12/31/22

Contract Routing:	1. Prepared by: Julie Wiles	Date: 12/17/20
	2. Attorney signoff: Karen Frakes	Date: 12/22/20
	3. AS Finance reviewed: M Caldwell	Date: 12/21/2020
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.: 	Date: 1-5-2021
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____



Grant Agreement with

Whatcom County
Public Defender's Office

through

Community Services and Housing Division
Office of Crime Victims Advocacy

For

Add an additional staff to assist in handling the number of deferred cases resulting from the Coronavirus

Start date: January 1, 2021

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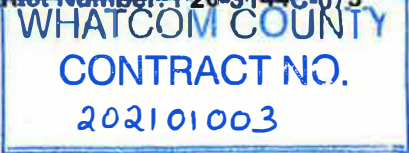
Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: F20-3144C-073

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
Coronavirus Emergency Supplemental Fund



1. Grantee Whatcom County Public Defender's Office 215 North Commercial Street Bellingham, WA 98225		2. Grantee Doing Business As (optional)	
3. Grantee Representative Julie Wiles Office Administrator 360-778-5646 jwiles@co.whatcom.wa.us		4. COMMERCE Representative Bill Johnston Program Manager 360-725-3030 Bill.Johnston@commerce.wa.gov 1011 Plum St SE P.O. Box 42525 Olympia, WA 98504-2525	
5. Grant Amount \$ 238,417	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date January 1, 2021	8. End Date December 31, 2022
9. Federal Funds (as applicable) \$ 238,417	Federal Agency: Department of Justice	CFDA Number: 16.751	Indirect Rate (if applicable):
10. Tax ID # 91-6001383	11. SWV # SWV0002435-57	12. UBI # 371-010-246	13. DUNS # 060044641
14. Grant Purpose Addition of staff to assist in handling the number of deferred cases resulting from the Coronavirus			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Statement of Work, and Attachment "B" – Budget.			
FOR GRANTEE _____ Satpal Singh Sidhu, Whatcom County Executive _____ Date Approved as to form: <u>Karen Frakes email approval 12/22/20 /SM</u> Karen Frakes, Prosecuting Attorney's Office		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Last revision 10/13/2020

SPECIAL TERMS AND CONDITIONS**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: April 14, 2020

Federal Award Identification Number (FAIN): 2020-VD-BX-0030

Total amount of the federal award: \$10,885,923

Awarding official: Katherine T. Sullivan

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. 2020-VD-BX-0030 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$238,417 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly but not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number F20-31443-073.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

SPECIAL TERMS AND CONDITIONS

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed

SPECIAL TERMS AND CONDITIONS

staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- The Contractor's proposal for funding submitted in response to the Coronavirus Emergency Supplemental Funding Local Government, Tribes, & Non-Profit Initiative

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

GENERAL TERMS AND CONDITIONS

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

GENERAL TERMS AND CONDITIONS

- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due

GENERAL TERMS AND CONDITIONS

notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

GENERAL TERMS AND CONDITIONS

- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

GENERAL TERMS AND CONDITIONS

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

GENERAL TERMS AND CONDITIONS

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

GENERAL TERMS AND CONDITIONS

- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

GENERAL TERMS AND CONDITIONS**34. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

GENERAL TERMS AND CONDITIONS

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

GENERAL TERMS AND CONDITIONS**42. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

- The Contractor shall hire a Deputy II Public Defender qualified to handle felony referrals.
- The hired Public Defender will comply with the standards on Indigent Defense (CrR 3.1) and the COVID-19 modification adopted by the Washington State Bar Association.
- The Contractor will report on a quarterly basis on each of the supported activities including those identified above, the number of cases the additional Public Defender handles, the backlog of cases at the beginning of this project and at the end of each reporting quarter. In addition to quantitative performance measures the Contractor will provide a brief narrative summary of the activities and benefits of this project. Quarterly reports will be due the 15th day of the month following the end of each calendar quarter of the award period,

Budget

The Budget for the award period of January 1, 2021 through December 31, 2022 is \$238,417.

Budget by Categories of Expense and expenditure Period:

	Year 1 CY 2021	Year 2 CY 2022	Total
Salaries	80,059	83,263	163,322
Benefits	35,798	36,531	72,329
Goods & Services	<u>2,766</u>	<u>-0-</u>	<u>2,766</u>
Total	118,623	119,794	238,417

The Contractor may shift up to 10% of the total award between the categories of expense shown above, and between fiscal years within the award period.

Note: The Contractor may not obligate or expend any funds under this award unless and until it has submitted a completed Federal Eligibility Package as identified in that application package. The required eligibility package may be found at:

<https://deptofcommerce.app.box.com/s/6lx7hqbcnw2nglye3s95bfrqzcr2woxf>



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-050

File ID:	AB2021-050	Version:	1	Status:	Agenda Ready
File Created:	01/08/2021	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:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution accepting the Treasurer's list of petitions for property tax refunds, consistent with RCW 84.69.020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed resolution, Petition list

PROPOSED BY: Consent

INTRODUCED: Treasurer

RESOLUTION NO. _____

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

WHEREAS, RCW 84.69.020 requires 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 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 in accordance with RCW 84.69.020, and;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Whatcom County Treasurer's property tax refunds list for 2020 shall be accepted.

APPROVED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Royce Buckingham, Civil Deputy Prosecutor

**PETITION FOR REFUNDS
PAID REPORT**

January 1, 2020

THROUGH

December 31, 2020

Date	Refunded To	Type	Description	Total
6/17/20	1835 BARKLEY LLC	MTX	TAX TO EXEMPT-NEC	\$252.09
6/17/20	ABBIE R LINDEBERG	BECE	BOE CORRECT EVAL	\$23.10
2/11/20	ADOLPH C LARSEN	SB	SENIOR BACK ON	\$2,175.08
1/22/20	AHMET ARTUNER	MTX	TAX TO EXEMPT-NEC	\$13.47
8/19/20	ALICE & BRIAN SIGURDSON	MTX	TAX TO EXEMPT-NEC	\$24.68
10/12/20	ALLAN & LINDA BOTTS	SN	SENIOR NEW ON	\$1,126.06
10/12/20	ALLAN K & NAOMI A BERGH	SN	SENIOR NEW ON	\$1,089.32
1/22/20	ALVIN C GLEN	SN	SENIOR NEW ON	\$4,025.08
6/17/20	ANDREA J LAHR	BECE	BOE CORRECT EVAL	\$84.82
3/19/20	ANDREW & LINDSEY KEANE	MSQ	MEASURE CORRECTION	\$437.32
7/22/20	ANDREY & ALESIA VETKOV	DPD	DESTROYED DEMOLISH	\$236.64
11/9/20	ANGELINE D BODE	DPA	DESTROYED ABATED	\$103.86
10/15/20	ANITA R VANDERYACHT	SN	SENIOR NEW ON	\$311.57
6/17/20	ANN D MULDOON	BECE	BOE CORRECT EVAL	\$144.46
6/17/20	ANN M JORDAN	BECE	BOE CORRECT EVAL	\$297.82
6/17/20	ANN RUSSELL	BECE	BOE CORRECT EVAL	\$485.96
12/9/20	ANNA MARIE BUCKENMEYER	SN	SENIOR NEW ON	\$1,032.95
2/11/20	ANNA THOMAS	SN	SENIOR NEW ON	\$461.92
10/12/20	ANNE K MOSNESS	SN	SENIOR NEW ON	\$1,201.79
12/9/20	APANA INC	PDA	PP DOUBLE ASSESS	\$326.13
6/17/20	APRIL J CLAXTON	BECE	BOE CORRECT EVAL	\$229.70
1/22/20	ARDIS S MAXFIELD	SN	SENIOR NEW ON	\$4,633.03
2/27/20	ARLINE TAYLOR	SN	SENIOR NEW ON	\$3,143.21
1/22/20	ARNOLD & GRETCHEN VAN DYKEN	SL	SENIOR LEVEL CHANGE	\$495.11
10/12/20	ARTHUR J GOULD	BEOR	BOE ORDERED CHANGE	\$343.44
9/24/20	AUDREY BARRETT	MSQ	MEASURE CORRECTION	\$21.50
8/19/20	BAKerview NURSERY PROPERTY LLC	MTD	TAX TO EXEMPT-DOR	\$12,630.53
3/4/20	BAKerview SQUARE II LLC	BEOR	BOE ORDERED CHANGE	\$1,552.78
7/22/20	BARBARA & RICHARD CLEARMAN	SL	SENIOR LEVEL CHANGE	\$134.72
12/9/20	BARBARA M ROSARIO	SN	SENIOR NEW ON	\$213.23
3/11/20	BARBARA S CASORT	SN	SENIOR NEW ON	\$4,476.34

1/22/20	BARRY & LINDA CHAMBERLAIN	SN	SENIOR NEW ON	\$1,894.91
2/11/20	BARRY QUIMBY	SA	SNR ADMIN CORRECT	\$6,363.64
12/9/20	BEATE HOHMANN-KOLOYARTSEV & IGOR KOLOYARTSEV	BECE	BOE CORRECT EVAL	\$457.60
3/19/20	BECK O & JENNIFER A LONGSTREET	DPD	DESTROYED DEMOLISH	\$2,638.01
12/9/20	BECKY L HAGE	SL	SENIOR LEVEL CHANGE	\$120.98
5/21/20	BELINDA ANN BURKE	SN	SENIOR NEW ON	\$1,066.85
6/17/20	BERNARD M & PAULINE K EMERICK	SL	SENIOR LEVEL CHANGE	\$148.39
5/21/20	BERNHARD G & URSULA I HOLLACK	SN	SENIOR NEW ON	\$1,198.19
12/9/20	BESSIE HAYNES	SN	SENIOR NEW ON	\$1,129.50
1/22/20	BOBLETT PROPERTIES	MTR	TAX TO EXEMPT-ROADS	\$420.15
4/1/20	BRAN MORROW	SN	SENIOR NEW ON	\$1,407.62
6/17/20	BRANDON W & NICOLE A SMITH	BECE	BOE CORRECT EVAL	\$311.17
3/4/20	BRENDA K DOTINGA	BEOR	BOE ORDERED CHANGE	\$204.84
6/17/20	BRENDA WINTERS	SN	SENIOR NEW ON	\$995.54
6/17/20	BRIAN J & JESSICA I VANLEEUEWEN	BECE	BOE CORRECT EVAL	\$78.53
4/13/20	BRIAN LEE & SABRINA ZEHEM-LEE	SN	SENIOR NEW ON	\$3,274.31
7/22/20	BRIGID COLLINS HOUSE	MTD	TAX TO EXEMPT-DOR	\$5,251.10
5/21/20	BROOKE JILLIAN	MTX	TAX TO EXEMPT-NEC	\$388.93
3/4/20	BRUCE B & KRISTIN J REMY TRUST/TR	MSQ	MEASURE CORRECTION	\$410.60
7/22/20	BRUCE M BROWN	SN	SENIOR NEW ON	\$2,303.30
9/24/20	BRUCE M BROWN	SN	SENIOR NEW ON	\$1,108.47
12/9/20	BRUCE W SIDWELL	SN	SENIOR NEW ON	\$2,474.42
12/9/20	CAROL A ELDER	SN	SENIOR NEW ON	\$3,325.27
5/21/20	CAROL A GLEAVES-ERIKSEN	SB	SENIOR BACK ON	\$873.62
10/12/20	CAROL A GLEAVES-ERIKSEN	SN	SENIOR NEW ON	\$5,404.74
9/24/20	CAROL I TAYLOR	SN	SENIOR NEW ON	\$704.53
10/12/20	CAROL M SIMPSON	SN	SENIOR NEW ON	\$698.27
5/21/20	CARROLL STACEY	SN	SENIOR NEW ON	\$308.91
1/22/20	CATHERINE BENA	ST	SENIOR TRANSFER	\$11.56
6/17/20	CATHERINE J ROOSMA	BECE	BOE CORRECT EVAL	\$477.86
3/11/20	CATHY I BORMAN	SN	SENIOR NEW ON	\$3,867.60

11/9/20	CECILY BARRETT & JANET KELSTRUP	MDA	RP DOUBLE ASSESS	\$614.97
2/11/20	CHARLENE M HAMMOND	SN	SENIOR NEW ON	\$1,204.87
6/17/20	CHARLES & TESSA MCKNIGHT	BECE	BOE CORRECT EVAL	\$322.49
7/22/20	CHARLES A & DANA R LUKEY	SN	SENIOR NEW ON	\$115.87
6/17/20	CHARLES D W JR & REBECQUE T ASHER	BECE	BOE CORRECT EVAL	\$69.68
6/17/20	CHARLES E & MARIA L SWIFT	MTX	TAX TO EXEMPT-NEC	\$636.12
12/9/20	CHARLES E & MARTHA B WORLEY	SN	SENIOR NEW ON	\$2,238.01
8/19/20	CHARLES E DINGEE & KATHY D SHEEHAN	SN	SENIOR NEW ON	\$1,043.09
3/19/20	CHARLES E MOON TRUST	MTX	TAX TO EXEMPT-NEC	\$56.43
6/17/20	CHARLES J MEYER & AUTUMN J BAUGHN	BECE	BOE CORRECT EVAL	\$202.08
4/13/20	CHARLOTTE HAGEN	SN	SENIOR NEW ON	\$721.19
2/27/20	CHEN CHING & GLORIA HOU	SL	SENIOR LEVEL CHANGE	\$1,572.41
11/9/20	CHERYL A NELSON	SN	SENIOR NEW ON	\$656.35
3/11/20	CHERYL E REED	SN	SENIOR NEW ON	\$749.81
2/27/20	CHERYL H & W WILLIAM PRELLE	ST	SENIOR TRANSFER	\$586.45
3/4/20	CHESTER LONG	DPA	DESTROYED ABATED	\$105.17
5/21/20	CHRIS A & JAN M LOVEGREN	SC	SENIOR CHANGE	\$100.77
12/9/20	CHRIS A SYDENHAM	BECE	BOE CORRECT EVAL	\$757.64
6/17/20	CHRISTINA D CLAUSSEN	BECE	BOE CORRECT EVAL	\$299.29
2/11/20	CHRISTINA L TAWES	SL	SENIOR LEVEL CHANGE	\$822.11
10/15/20	CHRISTINE D KOPLOWITZ	SN	SENIOR NEW ON	\$2,350.26
8/19/20	CHRISTINE R VALENTINE	MTX	TAX TO EXEMPT-NEC	\$1,750.32
5/21/20	CINDY L TANG	SN	SENIOR NEW ON	\$242.84
4/13/20	COLEEN & ALAN MAJCHROWICZ	SN	SENIOR NEW ON	\$4,466.03
5/21/20	COLEEN Y REFRO	SN	SENIOR NEW ON	\$238.10
7/22/20	CONSTANCE A LIBED	SN	SENIOR NEW ON	\$3,493.74
10/15/20	CONSTANCE G GOUGH	SN	SENIOR NEW ON	\$631.10
6/17/20	CONSTANTINE F & STEPHANIE J ANGELOPOULOS	BECE	BOE CORRECT EVAL	\$211.17
3/11/20	CORELOGIC TAX SERVICES	BEOR	BOE ORDERED CHANGE	\$1,255.47
6/17/20	CORY PITMAN	BECE	BOE CORRECT EVAL	\$488.55
10/15/20	CRAWFORD & BETTY COLQUHOUN	BECE	BOE CORRECT EVAL	\$106.97

2/11/20	DALE A & RENEE C WILSON	SL	SENIOR LEVEL CHANGE	\$185.19
3/11/20	DALE G & LILY L COLLINS	SN	SENIOR NEW ON	\$928.02
10/12/20	DANIEL DEVOE & EDLYN CLEVINGER	BEOR	BOE ORDERED CHANGE	\$11.99
3/4/20	DANIEL WAKELAND & CHARLOTTE WALLER	BEOR	BOE ORDERED CHANGE	\$444.77
3/19/20	DANIEL WALL	SN	SENIOR NEW ON	\$815.88
6/17/20	DANIELLE A ROBILLARD	BECE	BOE CORRECT EVAL	\$277.80
3/4/20	DAVID & TANYA BRAITHWAITE	MSQ	MEASURE CORRECTION	\$3,098.24
2/11/20	DAVID A NERAD & MARJORIE KATZ	SN	SENIOR NEW ON	\$2,588.42
5/5/20	DAVID E & SUSAN M MARICLE	POB	BUSINESS DISSOLVED	\$36.89
3/4/20	DAVID F BROWN	SN	SENIOR NEW ON	\$5,238.40
2/11/20	DAVID G LOBDELL	SN	SENIOR NEW ON	\$2,869.93
2/27/20	DAVID J & CHARLOTTE H NESBIT	SL	SENIOR LEVEL CHANGE	\$1,200.54
1/22/20	DAVID K & SUZANNE E WILSON	SN	SENIOR NEW ON	\$3,187.92
12/9/20	DAVID L CROCKER	SN	SENIOR NEW ON	\$4,048.86
3/4/20	DAVID N HANSEN	DPA	DESTROYED ABATED	\$400.77
8/19/20	DAVID O SULLIVAN	SN	SENIOR NEW ON	\$1,657.96
3/4/20	DAVINDER S & BHUPINDER SAHOTA	MCC	MISC CLERICAL COR	\$1,119.78
6/17/20	DAWN M HUBBARD	BECE	BOE CORRECT EVAL	\$135.23
3/19/20	DCI COMMERCIAL LLC	MTX	TAX TO EXEMPT-NEC	\$358.52
3/19/20	DEAN R & DEBBIE BRASSFIELD	SN	SENIOR NEW ON	\$1,565.53
10/15/20	DEBBIE BRASSFIELD	SN	SENIOR NEW ON	\$2,714.11
12/9/20	DEBORA K MARTINSON	SN	SENIOR NEW ON	\$1,157.39
10/15/20	DEBORAH J VALENTINE	SN	SENIOR NEW ON	\$757.63
4/13/20	DEBORAH K HEINTZ	MSQ	MEASURE CORRECTION	\$232.31
5/21/20	DEBORAH Y WARD	SN	SENIOR NEW ON	\$303.20
3/19/20	DEBRA WOOD	SN	SENIOR NEW ON	\$2,829.47
2/11/20	DEIRDRE DILBECK-KOPP	SA	SNR ADMIN CORRECT	\$102.08
2/27/20	DELBERT C NOBLE JR	SN	SENIOR NEW ON	\$6,883.72
2/27/20	DELL R PAGE	SN	SENIOR NEW ON	\$2,256.54
2/27/20	DENISE M FOWLER	SN	SENIOR NEW ON	\$1,764.88
3/4/20	DEREK L & SHAUNA L BALDETTA	MSQ	MEASURE CORRECTION	\$1,391.10

5/21/20	DIANE MURRAY	SN	SENIOR NEW ON	\$314.11
10/15/20	DIANE R MAJORS	SL	SENIOR LEVEL CHANGE	\$1,968.61
11/9/20	DIANNE GOSS	COR	NO CHANGE CORRECT	\$100.12
3/19/20	DONALD A & SHERI L GOEBEL	SN	SENIOR NEW ON	\$8,434.80
2/11/20	DONALD D CADMAN	SN	SENIOR NEW ON	\$1,592.78
1/22/20	DONALD D SHRUM	SN	SENIOR NEW ON	\$1,837.70
8/19/20	DONALD J NOYES	SN	SENIOR NEW ON	\$1,042.18
3/11/20	DONNA ANDERSON	DPD	DESTROYED DEMOLISH	\$97.31
10/12/20	DONNA JOHNSON	SN	SENIOR NEW ON	\$389.45
12/9/20	DONNA L COVERT	SN	SENIOR NEW ON	\$228.26
4/1/20	DONNA LARSEN	ST	SENIOR TRANSFER	\$1,313.71
12/9/20	DONNA M MILTENBERGER	SN	SENIOR NEW ON	\$894.58
2/11/20	DOOYEMA REVOCABLE LIVING TRUST	SN	SENIOR NEW ON	\$1,088.08
7/22/20	DORIS M BROWN	SN	SENIOR NEW ON	\$697.36
10/12/20	DOUGLAS C NORD	SN	SENIOR NEW ON	\$195.79
3/4/20	DOUGLAS HALL	DPA	DESTROYED ABATED	\$78.99
3/11/20	DURENE COLTON & SAMUEL P DUNKAILO	MSQ	MEASURE CORRECTION	\$64.83
1/22/20	EARL MCPHAIL	SL	SENIOR LEVEL CHANGE	\$37.28
2/27/20	ECHO NEWSPAPER LLC	PLF	PP LATEFILE/REWORK	\$175.62
6/17/20	EDWARD E LUND & KIERIN L PERSON-LUND	BECE	BOE CORRECT EVAL	\$317.78
6/17/20	EDWIN & JACKIE JONES	BECE	BOE CORRECT EVAL	\$102.60
2/11/20	ELAINE K ANGEL	ST	SENIOR TRANSFER	\$25.49
6/17/20	ELI S LOOMIS	BECE	BOE CORRECT EVAL	\$339.45
6/17/20	ELISABETH DARBY BRITT	SN	SENIOR NEW ON	\$170.11
10/15/20	ELIZABETH A MADISON	SN	SENIOR NEW ON	\$208.43
12/9/20	ELIZABETH G PENN	SN	SENIOR NEW ON	\$4,844.92
6/17/20	ELIZABETH H CHENAULT	BECE	BOE CORRECT EVAL	\$152.83
5/21/20	ELLEN WILSON	SN	SENIOR NEW ON	\$252.82
2/11/20	ELSA D HIGGINS	ST	SENIOR TRANSFER	\$488.80
4/1/20	EMMA JEAN FINSRUD	SN	SENIOR NEW ON	\$276.98
6/17/20	ERIC C PLUM	BECE	BOE CORRECT EVAL	\$431.08

12/9/20	ERIC E & COURTNEY DAHLGREN	BECE	BOE CORRECT EVAL	\$960.21
1/22/20	ERIC E & COURTNEY DAHLGREN	BEOR	BOE ORDERED CHANGE	\$2,229.85
3/11/20	ERIC J & CARLA J GJERTSEN	SN	SENIOR NEW ON	\$2,052.75
3/4/20	ERIC M FULBRIGHT	MSQ	MEASURE CORRECTION	\$1,170.89
4/1/20	ERIC M FULBRIGHT	SN	SENIOR NEW ON	\$3,395.40
12/9/20	ERIC S & MERYL E RAINES	SN	SENIOR NEW ON	\$3,785.33
7/22/20	ERIC W BROWN	SN	SENIOR NEW ON	\$5,843.50
3/11/20	ERVIN & LILLIAN M J ROBERTSON	SL	SENIOR LEVEL CHANGE	\$315.05
12/9/20	EVA MARIE POLAND	SN	SENIOR NEW ON	\$926.11
3/11/20	FAIRHAVEN LAND COMPANY LLC RETIREMENT TRUST	MSQ	MEASURE CORRECTION	\$2,438.17
8/19/20	FAUSTINO M BONGOTAN	SN	SENIOR NEW ON	\$77.01
1/22/20	FLEETWOOD INTERNATIONAL INC	MTR	TAX TO EXEMPT-ROADS	\$46.41
2/11/20	FRANCES H QUEIN	SN	SENIOR NEW ON	\$3,343.95
3/11/20	FRANK C SOVA	SN	SENIOR NEW ON	\$611.11
2/11/20	FRED DORR	SN	SENIOR NEW ON	\$2,772.17
6/17/20	G E RANEY	SL	SENIOR LEVEL CHANGE	\$386.54
9/24/20	G MARIE WEBB	SN	SENIOR NEW ON	\$1,353.53
2/11/20	GALINA LUKASHOVA	SN	SENIOR NEW ON	\$1,136.24
6/17/20	GARRET A & AUBREY A SHELSTA	BECE	BOE CORRECT EVAL	\$339.45
10/12/20	GARRY C & JULIANN M BEAUDETTE	SN	SENIOR NEW ON	\$818.14
1/22/20	GARTH A AMUNDSON & PIERRE L GOUR	BEOR	BOE ORDERED CHANGE	\$399.67
5/21/20	GARY & MARY B MOORLAG	SN	SENIOR NEW ON	\$660.89
4/1/20	GARY A HARRIS & MARCIA SHIRM	MSQ	MEASURE CORRECTION	\$1,966.42
5/5/20	GARY A HARRIS & MARCIA SHIRM	MSQ	MEASURE CORRECTION	\$959.45
10/15/20	GARY D & BEVERLY K DROST	MSQ	MEASURE CORRECTION	\$276.32
8/19/20	GARY E MEADER & SUSAN C JOHNS	SC	SENIOR CHANGE	\$820.38
10/15/20	GENE & KARLENE STRANDBERG	SN	SENIOR NEW ON	\$71.31
1/22/20	GEORGE E EASTWOOD	SN	SENIOR NEW ON	\$2,466.11
7/22/20	GEORGE E JONES	SN	SENIOR NEW ON	\$1,415.89
1/22/20	GEORGE L & SUCHADA PROBERT	COR	NO CHANGE CORRECT	\$19.20
10/12/20	GERALD G & KAREN L WHITE	BEOR	BOE ORDERED CHANGE	\$490.87

10/15/20	GERALD L SCHMIT	ST	SENIOR TRANSFER	\$913.56
6/17/20	GERI L BELL	BECE	BOE CORRECT EVAL	\$264.51
5/21/20	GERRIT & ARLENE BYEMAN	SN	SENIOR NEW ON	\$938.81
7/22/20	GERRIT & GEPIE FEENSTRA	SN	SENIOR NEW ON	\$5,567.69
5/21/20	GINA M GIOVANNIELLO	SN	SENIOR NEW ON	\$795.63
8/19/20	GLENN D & SHERRY G ELLIS JT	SN	SENIOR NEW ON	\$561.40
3/19/20	GORDON D NIELSON	DPA	DESTROYED ABATED	\$1,366.40
5/21/20	GORDON DAYTON	SN	SENIOR NEW ON	\$576.54
1/22/20	GREGG & SANDRA FUSMAN	SL	SENIOR LEVEL CHANGE	\$954.90
12/9/20	GREGORY S & BECKY M CLIFTON	SN	SENIOR NEW ON	\$1,536.48
3/4/20	GUENTER MANNHALT	MTX	TAX TO EXEMPT-NEC	\$659.50
3/11/20	GULSHAN S SIDHU	MSQ	MEASURE CORRECTION	\$39.87
1/22/20	HAROLD E CRONK	BEOR	BOE ORDERED CHANGE	\$102.82
5/5/20	HARRY & MARGARET LOLKEMA	SN	SENIOR NEW ON	\$3,527.27
1/22/20	HELEN ADAMS	SN	SENIOR NEW ON	\$3,808.82
2/27/20	HELEN J BRIGHTWELL	SB	SENIOR BACK ON	\$4,057.34
2/27/20	HENRY L KEI & CATHERINE E READE	MSQ	MEASURE CORRECTION	\$515.61
2/11/20	HERMAN E SLUIS	SN	SENIOR NEW ON	\$819.31
2/27/20	HOHL FEED & SEED CO INC	DPA	DESTROYED ABATED	\$31.71
9/24/20	HOLGER I MICHELSEN &	SN	SENIOR NEW ON	\$22.33
2/27/20	HYON S WETHERILL	SN	SENIOR NEW ON	\$613.00
2/11/20	INDER SINGH & JOGINDER KAUR	SN	SENIOR NEW ON	\$1,916.40
2/27/20	ISOBEL BROPHY	SN	SENIOR NEW ON	\$761.01
2/27/20	J KELLY & SHARON F BEERMAN	BEOR	BOE ORDERED CHANGE	\$3,040.15
2/27/20	J R O'RILEY	SN	SENIOR NEW ON	\$9,186.22
2/11/20	JACK & DENISE VITALJIC	SN	SENIOR NEW ON	\$1,114.96
5/21/20	JACKIE M BAILEY	SN	SENIOR NEW ON	\$5,296.58
12/9/20	JAKE LAUTENBACH TR-MAURINE LAUTENBACH TR	DPA	DESTROYED ABATED	\$3,403.24
10/12/20	JAMES A YOUNG	SN	SENIOR NEW ON	\$7,093.24
3/4/20	JAMES C BRING	SN	SENIOR NEW ON	\$8,557.21
2/27/20	JAMES CUNNINGHAM	SB	SENIOR BACK ON	\$819.53

10/15/20	JAMES E H JOHNSON	SN	SENIOR NEW ON	\$568.42
5/5/20	JAMES H HANEY JR	SL	SENIOR LEVEL CHANGE	\$168.57
2/11/20	JAMES M MAGGARD	SN	SENIOR NEW ON	\$10,818.08
2/27/20	JAMES NASH	SN	SENIOR NEW ON	\$6,043.06
4/1/20	JAMES R & SHARON K BERGMAN	SN	SENIOR NEW ON	\$1,098.23
1/22/20	JAMES S & JEAN E GIBSON	BEOR	BOE ORDERED CHANGE	\$1,838.79
12/9/20	JAMES T & BARBARA E FORTIN	SN	SENIOR NEW ON	\$1,732.18
5/5/20	JAMES T GRACE & NANCY ALYANAK	COR	NO CHANGE CORRECT	\$18.50
3/11/20	JAMES WEIMER	MSQ	MEASURE CORRECTION	\$511.74
2/27/20	JANET L STARR	SN	SENIOR NEW ON	\$2,067.85
10/12/20	JANET M BIEDERSTADT	SN	SENIOR NEW ON	\$1,539.08
6/17/20	JASON C & CHAMONIX L GAPPER	BECE	BOE CORRECT EVAL	\$355.52
6/17/20	JEFFREY & KARA DROVDAHL	BECE	BOE CORRECT EVAL	\$261.04
6/17/20	JEFFREY ASLAN	BECE	BOE CORRECT EVAL	\$411.10
6/17/20	JEFFREY C & RITA M THAMES	BECE	BOE CORRECT EVAL	\$344.46
1/22/20	JENAE BRAZELL	SN	SENIOR NEW ON	\$1,714.73
12/9/20	JENNIE HYLAND	SL	SENIOR LEVEL CHANGE	\$1,930.35
12/9/20	JENNIFER A BOLT	MCC	MISC CLER CORRECTION	\$4,605.59
6/17/20	JENNIFER KARNECKI	BECE	BOE CORRECT EVAL	\$211.17
6/17/20	JENNIFER L ANDERSON	BECE	BOE CORRECT EVAL	\$131.81
6/19/20	JENNY M GREENLEAF	BECE	BOE CORRECT EVAL	\$577.76
3/4/20	JENVOR INC	BEOR	BOE ORDERED CHANGE	\$325.30
5/21/20	JERRE L BOUMA	SN	SENIOR NEW ON	\$645.91
3/11/20	JERRY D SMITH	DPA	DESTROYED ABATED	\$332.55
5/21/20	JESSE L & THERESE A MCCULLY	SN	SENIOR NEW ON	\$269.06
6/19/20	JESSICA R FLEGEL	BECE	BOE CORRECT EVAL	\$244.66
3/19/20	JIM & SANDRA ALEXANDER	SN	SENIOR NEW ON	\$1,515.14
1/22/20	JIMMY J & RUTH M INGERSOLL	SN	SENIOR NEW ON	\$1,823.86
6/19/20	JOAN C RIDDICK	BECE	BOE CORRECT EVAL	\$444.73
2/27/20	JOAN DICKERSON	POB	BUSINESS DISSOLVED	\$403.61
6/19/20	JOAN M MCGREW	SN	SENIOR NEW ON	\$1,379.13

8/19/20	JOANNE B TIFFANY	SN	SENIOR NEW ON	\$62.16
8/19/20	JOANNE FALANDYSZ	SN	SENIOR NEW ON	\$4,459.12
5/21/20	JOANNE M LARSEN TRUST/TR	SN	SENIOR NEW ON	\$982.22
12/9/20	JOANNE SEVERSON	SN	SENIOR NEW ON	\$197.68
1/22/20	JOE C & LORRAINE SIPMA	SN	SENIOR NEW ON	\$1,730.47
2/27/20	JOEDY L THOMAS TRUST/TR	SN	SENIOR NEW ON	\$4,671.93
12/9/20	JOHN D LAFARGE	SL	SENIOR LEVEL CHANGE	\$63.18
12/9/20	JOHN F MCLAUGHLIN	BECE	BOE CORRECT EVAL	\$314.57
5/21/20	JOHN F RISELVATO	SN	SENIOR NEW ON	\$270.55
2/27/20	JOHN F SANDERS	SB	SENIOR BACK ON	\$1,790.81
10/12/20	JOHN NYMOEN	DPA	DESTROYED ABATED	\$1,310.44
4/1/20	JOHN P & KAREN R GOTTSCHALK	SN	SENIOR NEW ON	\$4,840.87
6/19/20	JOHN P R & STEPHANIE K OPPELAAR	BECE	BOE CORRECT EVAL	\$153.32
6/19/20	JOLAHNA GAMBLEWOOD & MICHAEL J MCCUNE	BECE	BOE CORRECT EVAL	\$411.12
4/1/20	JORDAN K & AMY J BAKER	MSQ	MEASURE CORRECTION	\$127.21
6/19/20	JORGE GUTIERREZ SAUCEDO & MARIA GUTIERREZ	BECE	BOE CORRECT EVAL	\$140.52
6/19/20	JOSEPH E & DAVIELLE P KELLY	BECE	BOE CORRECT EVAL	\$369.69
6/19/20	JOSEPH T HILL & MEGAN GROSSHUESCH	BECE	BOE CORRECT EVAL	\$339.52
6/19/20	JOSHUA C PARRISH	BECE	BOE CORRECT EVAL	\$309.82
12/9/20	JOSHUA S & MALIA M PICKETT	BEOR	BOE ORDERED CHANGE	\$556.01
8/19/20	JOY S VAN BUSKIRK	SN	SENIOR NEW ON	\$27.69
5/21/20	JOYCE FOWLER	SN	SENIOR NEW ON	\$915.66
9/24/20	JOYCE M JONES	SC	SENIOR CHANGE	\$531.00
10/15/20	JUAN LUNA & GENEVIEVE A JAMES JT	SN	SENIOR NEW ON	\$289.42
10/15/20	JUDITH A SODERLUND	SN	SENIOR NEW ON	\$1,276.26
12/9/20	JUDITH A VANWOUDENBERG	SC	SENIOR CHANGE	\$1,168.40
5/21/20	JUDY D RYAN & TAMARA E THETFORD	SN	SENIOR NEW ON	\$1,437.20
12/9/20	KAREN LOOMER	SN	SENIOR NEW ON	\$328.10
1/22/20	KAREN S SEILER	MSQ	MEASURE CORRECTION	\$39.80
6/19/20	KAROLINA I SWANSON	BECE	BOE CORRECT EVAL	\$369.47
10/12/20	KAROLYN K BAKER	SN	SENIOR NEW ON	\$241.75

12/9/20	KATHERINE A HOVDE	SN	SENIOR NEW ON	\$2,539.81
1/22/20	KATHERINE PETERSEN	SL	SENIOR LEVEL CHANGE	\$267.20
3/19/20	KATHLEEN R WEISEL	SN	SENIOR NEW ON	\$7,630.11
2/27/20	KATHLEEN TOMCZAK	SN	SENIOR NEW ON	\$1,297.04
8/19/20	KATHY VANERSTROM	SN	SENIOR NEW ON	\$660.49
10/12/20	KAYE LUBACH	SN	SENIOR NEW ON	\$658.07
8/19/20	KENNETH C G & ELLEN M MERTENS	SN	SENIOR NEW ON	\$186.36
7/22/20	KENNETH C WILLIAMS JR	SB	SENIOR BACK ON	\$3,603.45
3/4/20	KENNETH H & MARY JANE MORRISON	MSQ	MEASURE CORRECTION	\$698.23
4/1/20	KENNETH J & MARGRET S MILICI	SL	SENIOR LEVEL CHANGE	\$285.15
10/12/20	KENNETH MUNN	BEOR	BOE ORDERED CHANGE	\$154.94
6/19/20	KEVIN CLARKE	BECE	BOE CORRECT EVAL	\$164.42
1/22/20	KEVIN G MCMANNIS & HEATHER D CAMPBELL	SN	SENIOR NEW ON	\$2,173.21
2/11/20	KEWAL SINGH GILL	SN	SENIOR NEW ON	\$77.67
5/21/20	KIM M VANBUSKIRK	SL	SENIOR LEVEL CHANGE	\$172.28
2/27/20	KIM M VANBUSKIRK	SN	SENIOR NEW ON	\$215.01
7/22/20	KIM READE	SN	SENIOR NEW ON	\$462.29
12/9/20	KIT O KOCH	SN	SENIOR NEW ON	\$2,665.67
6/19/20	KOSTANTINOS ILVANAKIS	SN	SENIOR NEW ON	\$2,058.95
3/11/20	KRISTER K & KIMBERLY J FAST	MSQ	MEASURE CORRECTION	\$518.78
6/19/20	KRISTIN DUNKIN	BECE	BOE CORRECT EVAL	\$146.29
7/22/20	KULSHAN COMMUNITY LAND TRUST	BECE	BOE CORRECT EVAL	\$174.68
1/22/20	KURT THOMPSON & CHERYL M JONES	COR	NO CHANGE CORRECT	\$19.19
2/27/20	L RAY ECALBARGER	BEOR	BOE ORDERED CHANGE	\$223.37
3/4/20	LARRABEE SPRINGS INC	MSQ	MEASURE CORRECTION	\$743.65
3/4/20	LARRABEE SPRINGS SOUTH 3 HOMEOWNER ASSN	MSQ	MEASURE CORRECTION	\$2,686.83
2/27/20	LARRY D BAKKOM	SN	SENIOR NEW ON	\$145.21
12/9/20	LARRY HSU & ANNIE PAN	SN	SENIOR NEW ON	\$3,313.61
6/19/20	LARRY J BERGHOFF	SN	SENIOR NEW ON	\$1,360.29
6/19/20	LAUREN M DAVIES	BECE	BOE CORRECT EVAL	\$19.97
1/22/20	LAWNIE M COLLARD	SN	SENIOR NEW ON	\$1,387.65

8/19/20	LAWRENCE I WALTON III	MTX	TAX TO EXEMPT-NEC	\$1,451.66
6/19/20	LAZARUS A & LISA K WENTZ	BECE	BOE CORRECT EVAL	\$311.18
6/19/20	LEANDRA I HUANTE-GARCIA & JAIME HUANTE	BECE	BOE CORRECT EVAL	\$467.28
6/19/20	LEIGH F MONTAGUE	BECE	BOE CORRECT EVAL	\$477.78
7/22/20	LENNART & ALICE FRANZEN	SN	SENIOR NEW ON	\$398.99
8/19/20	LEONARD J GOLEMBA	SC	SENIOR CHANGE	\$1,883.03
4/13/20	LESLIE A & LUCILLE M BROWNING	SN	SENIOR NEW ON	\$3,928.81
5/21/20	LESLIE R LOHSE	SN	SENIOR NEW ON	\$73.20
5/21/20	LESLIE SWOPE	SN	SENIOR NEW ON	\$33.16
3/11/20	LEVI L JEFFERSON	MSQ	MEASURE CORRECTION	\$254.86
2/27/20	LEZLEE D REIMAN	SN	SENIOR NEW ON	\$1,946.33
2/27/20	LILLIAN M BAKER	SN	SENIOR NEW ON	\$1,928.47
10/12/20	LINDA ANDERSON	SN	SENIOR NEW ON	\$204.97
10/15/20	LINDA D MARTINSON	SN	SENIOR NEW ON	\$1,820.35
3/19/20	LINDA L WHEELER-ROSE	SN	SENIOR NEW ON	\$1,609.88
2/11/20	LINDA M SALAS	SN	SENIOR NEW ON	\$1,064.12
2/11/20	LINDA R GRANGER	SN	SENIOR NEW ON	\$2,150.47
3/11/20	LINDSEY N POWELL	MSQ	MEASURE CORRECTION	\$39.87
1/22/20	LIONEL G PAQUET	ST	SENIOR TRANSFER	\$533.92
11/9/20	LOIS A DUPONT	SL	SENIOR LEVEL CHANGE	\$552.68
7/22/20	LONGVIEW TIMBERLANDS LLC	MTD	TAX TO EXEMPT-DOR	\$1,483.59
12/9/20	LONNI L & ELIZABETH ROSE	SN	SENIOR NEW ON	\$1,252.34
1/22/20	LORETTA MARCUS	SN	SENIOR NEW ON	\$735.18
2/11/20	LORRAINE S DUKES	ST	SENIOR TRANSFER	\$688.49
2/11/20	LOU ANN JOHNSON	SB	SENIOR BACK ON	\$2,759.91
5/21/20	LOUIS A & MARY R BURRELL	SN	SENIOR NEW ON	\$6,995.33
12/9/20	LUBA & NADEZHDA TRUBNIKOV	SN	SENIOR NEW ON	\$866.28
2/11/20	LUCILLE A LONDON	SN	SENIOR NEW ON	\$1,395.42
5/21/20	LUCINDA WILLISON	SN	SENIOR NEW ON	\$1,510.47
8/19/20	LUCINDA WILLISON	SN	SENIOR NEW ON	\$370.48
3/4/20	LYNDA J CROMPTON	BEOR	BOE ORDERED CHANGE	\$61.44

12/9/20	LYNN COCKERHAM	SC	SENIOR CHANGE	\$2,592.25
2/27/20	LYNN COCKERHAM	SN	SENIOR NEW ON	\$1,408.61
2/27/20	M GELB PROPERTIES LLC	DPA	DESTROYED ABATED	\$2,786.45
1/22/20	MADONNA PARTRIDGE-ODELL	SN	SENIOR NEW ON	\$2,121.47
2/27/20	MALCOLM H KENYON LIVING TRUST/TR	SN	SENIOR NEW ON	\$6,238.77
10/15/20	MARC M & KATELIN S SIMONS	BEOR	BOE ORDERED CHANGE	\$301.73
6/19/20	MARCUS & JENNIFER WAROLIN	BECE	BOE CORRECT EVAL	\$559.91
6/19/20	MARGARET M LYONS	BECE	BOE CORRECT EVAL	\$431.13
2/27/20	MARIA D WEGLEY	SN	SENIOR NEW ON	\$2,103.19
6/19/20	MARIA M BEDOY PELAYO	BECE	BOE CORRECT EVAL	\$95.20
5/21/20	MARIE R SWARTZ	SN	SENIOR NEW ON	\$71.65
12/9/20	MARIGOLD THC LLC	PLF	PP LATEFILE/REWORK	\$299.55
3/19/20	MARILDA STARK	SA	SNR ADMIN CORRECT	\$3,690.65
10/12/20	MARINA LALUZ	SN	SENIOR NEW ON	\$207.42
11/9/20	MARION D POMEROY	SN	SENIOR NEW ON	\$2,525.76
10/15/20	MARK & BRENDA DALE	BEOR	BOE ORDERED CHANGE	\$214.82
3/4/20	MARK & CARRIE VISSER	MTX	TAX TO EXEMPT-NEC	\$1,362.03
8/19/20	MARK & LISA PETERSE	DPA	DESTROYED ABATED	\$183.84
6/19/20	MARK A HYLTON & YANA L WAY	BECE	BOE CORRECT EVAL	\$181.94
5/21/20	MARK M & DONNA F GRBICH	SN	SENIOR NEW ON	\$830.00
5/21/20	MARLENE WOODS	SN	SENIOR NEW ON	\$363.85
6/19/20	MARLEY A SIMMONS-ABRIL	BECE	BOE CORRECT EVAL	\$357.78
1/22/20	MARLO G & ERNA C HOLLANDER	BEOR	BOE ORDERED CHANGE	\$2,066.23
5/21/20	MARTHA A SIMONSEN	SN	SENIOR NEW ON	\$543.01
8/19/20	MARTHA R MAGNER	SN	SENIOR NEW ON	\$1,049.88
12/10/20	MARTIN & LYDIA RUITER & SHERWOOD EQUITIES	BEOR	BOE ORDERED CHANGE	\$3,035.84
5/21/20	MARTIN BRESTER & DORIS POMROY	SN	SENIOR NEW ON	\$227.92
10/12/20	MARY A AMSBERRY	SL	SENIOR LEVEL CHANGE	\$21.60
11/9/20	MARY B BURKE	SN	SENIOR NEW ON	\$2,754.17
3/19/20	MARY BETH NEVINS	SN	SENIOR NEW ON	\$295.59
2/27/20	MARY C GORMLEY	BECE	BOE CORRECT EVAL	\$1,015.24

2/27/20	MARY C PROVANCE	SN	SENIOR NEW ON	\$7,079.60
5/21/20	MARY ELLEN THOMPSON	SN	SENIOR NEW ON	\$182.10
3/11/20	MARY J PALMER	SN	SENIOR NEW ON	\$1,606.54
8/19/20	MARY LOU DEVISSCHER	DPA	DESTROYED ABATED	\$21.73
3/19/20	MARY M THORNTON TRUST/TR	SN	SENIOR NEW ON	\$2,866.62
6/19/20	MARY ROSENQUIST	SN	SENIOR NEW ON	\$145.71
3/4/20	MATHEW & NANCY BABICK	BEOR	BOE ORDERED CHANGE	\$239.85
6/19/20	MATTHEW A & MARIE O COOPER	BECE	BOE CORRECT EVAL	\$213.87
6/19/20	MAUREEN E ROBEY	BECE	BOE CORRECT EVAL	\$97.53
11/9/20	MAX CLEMENT	SL	SENIOR LEVEL CHANGE	\$385.25
2/11/20	MAX CLEMENT	SN	SENIOR NEW ON	\$1,346.36
1/22/20	MCKAY REVOCABLE LIVING TRUST	MSQ	MEASURE CORRECTION	\$70.09
3/11/20	MEGAWASH LAUNDRY & CLEANERS	PHF	PP HOF EXEMPTION	\$490.63
7/22/20	MELINDA R THOMPSON	SN	SENIOR NEW ON	\$216.03
12/10/20	MERIDIAN VILLAGE ASSOCIATES	BEOR	BOE ORDERED CHANGE	\$16,827.44
2/27/20	MERLA M ANDERSON	SN	SENIOR NEW ON	\$2,423.82
1/22/20	MERVIN G & NORMA J CLARK	SN	SENIOR NEW ON	\$622.97
3/11/20	MERYN A STRANAHAN LIVING TRUST OF 1981/TR	SN	SENIOR NEW ON	\$15,287.03
1/22/20	MICHAEL A & SUE A Y GIFFORD	BEOR	BOE ORDERED CHANGE	\$232.83
5/5/20	MICHAEL A & TERRY L HICKEY	SN	SENIOR NEW ON	\$8,009.88
3/11/20	MICHAEL A OWENS	DPD	DESTROYED DEMOLISH	\$183.08
2/27/20	MICHAEL BATTEN	SN	SENIOR NEW ON	\$1,564.14
9/24/20	MICHAEL D KLAUS & PAUL E CHAMBERLAND	MSQ	MEASURE CORRECTION	\$1,290.53
3/4/20	MICHAEL E SCHARDT	BEOR	BOE ORDERED CHANGE	\$184.65
3/4/20	MICHAEL G ALLSOP	BEOR	BOE ORDERED CHANGE	\$1,248.16
6/19/20	MICHAEL L WOOD	BECE	BOE CORRECT EVAL	\$377.79
10/12/20	MICHAEL R & LAURA E WEBER	SN	SENIOR NEW ON	\$940.30
3/19/20	MICHAEL R HUGHES	SN	SENIOR NEW ON	\$1,504.97
3/19/20	MICHAEL R PLEAS	SN	SENIOR NEW ON	\$2,877.02
3/4/20	MICHAEL S & AMY L MUNSON	MSQ	MEASURE CORRECTION	\$321.62
5/5/20	MICHAEL S JAYSON & BLAIR O'BRIEN- JAYSON JT	SN	SENIOR NEW ON	\$396.68

3/4/20	MICHAEL W & DENISE J ULLMANN	BEOR	BOE ORDERED CHANGE	\$409.28
1/22/20	MICHAEL W & JOAN C HOGEN	SN	SENIOR NEW ON	\$1,451.41
12/10/20	MICHELLE A KUOPPALA	SN	SENIOR NEW ON	\$1,569.08
7/22/20	MIGUEL JR & DARLA VALDEZ	SN	SENIOR NEW ON	\$1,468.37
2/27/20	MIKE AMMONS	SN	SENIOR NEW ON	\$3,174.40
3/19/20	MILLIE SICARD	SN	SENIOR NEW ON	\$1,583.03
3/19/20	MILTON JR & DIANE UNICK	DPA	DESTROYED ABATED	\$657.27
2/27/20	MOHAMMED RAFIQUE	SN	SENIOR NEW ON	\$3,077.93
1/22/20	MOHINDER S & PAUL SANGHA	BEOR	BOE ORDERED CHANGE	\$563.29
6/19/20	MOLLY M CONLEE	BECE	BOE CORRECT EVAL	\$294.37
3/11/20	MONICA M WEINREIS	SN	SENIOR NEW ON	\$375.98
6/19/20	MONTE D HOKANSON	BECE	BOE CORRECT EVAL	\$119.37
8/19/20	MONTY K & MAUREEN C VANDERMAY	BECE	BOE CORRECT EVAL	\$600.95
10/12/20	MONTY K & MAUREEN C VANDERMAY	BECE	BOE CORRECT EVAL	\$187.33
3/4/20	MOUNT BAKER SCHOOL DISTRICT NO. 507	MTX	TAX TO EXEMPT-NEC	\$304.00
8/19/20	MT BAKER ROOFING INC	PCC	PP CORRECTION	\$2,516.24
3/4/20	MYERS GENERAL INC & OLYS CRICKET LLC	MSQ	MEASURE CORRECTION	\$2,778.46
7/22/20	MYLES H KROLL	SA	SNR ADMIN CORRECT	\$2,818.74
9/24/20	NANCY A COOK	SN	SENIOR NEW ON	\$814.65
4/13/20	NANCY E HENDLER	SN	SENIOR NEW ON	\$433.86
5/21/20	NANCY J HANSON	SN	SENIOR NEW ON	\$5,228.84
5/5/20	NANCY THOMPSON	SL	SENIOR LEVEL CHANGE	\$301.46
10/15/20	NATHAN & MICAELA M MUSTERER	MSQ	MEASURE CORRECTION	\$337.97
6/19/20	NICHOLAS A BARRETT & LINDSAY G SANDERS	BECE	BOE CORRECT EVAL	\$218.84
6/19/20	NICOLE & COULBY STYLES	BECE	BOE CORRECT EVAL	\$148.24
5/21/20	NORMA FAY POST	SN	SENIOR NEW ON	\$302.34
5/21/20	NORMA J WILLIAMS	SN	SENIOR NEW ON	\$1,248.38
1/22/20	NORMA KNESS	SN	SENIOR NEW ON	\$272.79
10/12/20	NORMAN D & SAMRAN LILYROTH	MSQ	MEASURE CORRECTION	\$285.95
12/10/20	OAK TREK	BEOR	BOE ORDERED CHANGE	\$2,017.73
6/19/20	OLIVER N & ANITA R MOORE	BECE	BOE CORRECT EVAL	\$419.49

10/15/20	OMAR N JR & DORETTA R ALLINSON	SN	SENIOR NEW ON	\$1,358.60
2/27/20	ORTIZ TRUST	SN	SENIOR NEW ON	\$8,681.94
1/22/20	PAIGE K TEICHGRAB	BEOR	BOE ORDERED CHANGE	\$451.69
2/27/20	PAIGE K TEICHGRAB	BEOR	BOE ORDERED CHANGE	\$34.49
7/22/20	PAM KOPONEN	SN	SENIOR NEW ON	\$902.94
2/27/20	PAMELA A MILLER	SN	SENIOR NEW ON	\$911.24
4/1/20	PAMELA D SWOPE	SN	SENIOR NEW ON	\$1,122.39
10/12/20	PASQUALE & MARIALUISA SALVATI	SN	SENIOR NEW ON	\$232.13
10/15/20	PATRICIA C MATTSSEN	SN	SENIOR NEW ON	\$1,415.58
2/27/20	PATRICIA E WILLIAMS	SN	SENIOR NEW ON	\$979.14
2/11/20	PATRICIA J TURNER	SN	SENIOR NEW ON	\$368.64
2/11/20	PATRICIA JOHNSTON	ST	SENIOR TRANSFER	\$542.36
1/22/20	PATRICIA K POORTINGA	SN	SENIOR NEW ON	\$1,612.53
12/10/20	PATRICIA L MCCAULEY	SL	SENIOR LEVEL CHANGE	\$435.00
2/27/20	PATRICIA L MCCAULEY	SN	SENIOR NEW ON	\$1,497.38
1/22/20	PATTI BUSHAW	SN	SENIOR NEW ON	\$1,381.35
5/21/20	PAUL & HELEN RESKUSICH	SN	SENIOR NEW ON	\$5,294.67
7/22/20	PAUL & MARGUERITE ALLSHOUSE	SN	SENIOR NEW ON	\$699.14
2/27/20	PAUL J HAYES REVOCABLE	SN	SENIOR NEW ON	\$3,917.81
2/11/20	PAUL S & DOROTHY J CASE	SL	SENIOR LEVEL CHANGE	\$2,492.23
1/22/20	PAULINE L SCHROEDER	SN	SENIOR NEW ON	\$1,680.40
2/27/20	PEGGY ANN EVERETT	SN	SENIOR NEW ON	\$3,613.55
7/22/20	PEGGY L NELSON	SN	SENIOR NEW ON	\$798.83
10/15/20	PENNY L WISE	SN	SENIOR NEW ON	\$1,325.18
3/11/20	PENNY S CHAMBERS	SN	SENIOR NEW ON	\$2,613.66
1/22/20	PERRY & LINDA SHINDRUK	BEOR	BOE ORDERED CHANGE	\$526.36
10/12/20	PETSMART INC LEASE ADMIN	BEOR	BOE ORDERED CHANGE	\$3,999.38
8/19/20	PHILLIPS 66 COMPANY	CT	COURT SETTLEMENT	\$74,600.77
8/19/20	PIETER P & BETTY M VANDENHOEK	SN	SENIOR NEW ON	\$1,498.27
3/4/20	QIAN ZHANG & LING HAN	BECE	BOE CORRECT EVAL	\$119.19
5/21/20	QUYNH NGUYEN	SN	SENIOR NEW ON	\$1,066.37

12/10/20	R MARK & MARY P CHELLSON	MSQ	MEASURE CORRECTION	\$466.82
2/27/20	RAILROAD BELLINGHAM LLC & R&M RAILROAD	DPA	DESTROYED ABATED	\$3,449.08
6/19/20	RALPH D SCHWARTZ & APRIL S MAHONEY	BECE	BOE CORRECT EVAL	\$229.72
1/22/20	RANDALL J OLSON	BEOR	BOE ORDERED CHANGE	\$891.79
7/22/20	RANDY B & BRENDA M DRUBEK	BECE	BOE CORRECT EVAL	\$471.55
12/10/20	RANDY GRIMES	SN	SENIOR NEW ON	\$1,661.45
12/10/20	RASMM 760 LLC	BEOR	BOE ORDERED CHANGE	\$409.07
10/15/20	RAY HOCKETT	ST	SENIOR TRANSFER	\$423.94
10/12/20	RAY S CAPANI	SN	SENIOR NEW ON	\$3,171.56
11/9/20	RAYMOND MONAHAN	SN	SENIOR NEW ON	\$4,743.85
6/19/20	RAYMUND A & SHERYL C MANABO	BECE	BOE CORRECT EVAL	\$452.77
5/21/20	REBA J MCGEAR	ST	SENIOR TRANSFER	\$95.44
9/24/20	REBECCA A BOWMAN	SN	SENIOR NEW ON	\$956.84
2/27/20	REGINA C PRIEBE	SN	SENIOR NEW ON	\$2,983.61
2/27/20	REID CLARK	SN	SENIOR NEW ON	\$1,139.79
1/22/20	REUBEN S & ESPERANZA T H PEREZ	SN	SENIOR NEW ON	\$1,284.17
12/10/20	RICARDO A SWIATLY TRUST/TR	SL	SENIOR LEVEL CHANGE	\$83.30
5/21/20	RICHARD & ARDITH STARK TRUST	SN	SENIOR NEW ON	\$1,933.75
3/19/20	RICHARD A PIKE	SN	SENIOR NEW ON	\$2,760.78
5/21/20	RICHARD C & LINDA J JAMES	SN	SENIOR NEW ON	\$726.37
5/21/20	RICHARD G LYON	SN	SENIOR NEW ON	\$7,096.64
8/19/20	RICHARD L FAIOLA MD & WENCHE FAILOA	BECE	BOE CORRECT EVAL	\$261.47
3/11/20	RICHARD M & VICKIE J REES	SN	SENIOR NEW ON	\$1,619.89
2/27/20	RICHARD NYMEYER LIVING TRUST/TR	SN	SENIOR NEW ON	\$1,238.39
7/22/20	RICK FRANEY	BECE	BOE CORRECT EVAL	\$59.02
12/10/20	RITA G BUHR	SN	SENIOR NEW ON	\$1,895.09
6/19/20	RITA SALING	SN	SENIOR NEW ON	\$3,349.22
2/27/20	ROBERT & JUDY CLARK	SL	SENIOR LEVEL CHANGE	\$473.86
5/21/20	ROBERT & LEILA RUARK	SN	SENIOR NEW ON	\$2,118.44
10/15/20	ROBERT A MANNINO	SN	SENIOR NEW ON	\$2,805.55
8/19/20	ROBERT AUSTIN-MURPHY	SN	SENIOR NEW ON	\$3,953.33

11/9/20	ROBERT C & ANNA G BOICE	SN	SENIOR NEW ON	\$2,892.19
2/27/20	ROBERT C & LINDA J WIDMAN	BEOR	BOE ORDERED CHANGE	\$1,659.73
6/22/20	ROBERT C & NATALIE L PACKARD	BECE	BOE CORRECT EVAL	\$202.95
1/22/20	ROBERT C JAMESSON	BEOR	BOE ORDERED CHANGE	\$192.07
2/27/20	ROBERT D & LORI L DODGE	BEOR	BOE ORDERED CHANGE	\$804.80
10/15/20	ROBERT E & MELISSA A BARTEL	BEOR	BOE ORDERED CHANGE	\$461.55
2/27/20	ROBERT E BARROW	SN	SENIOR NEW ON	\$591.82
12/10/20	ROBERT E BROWN	BEOR	BOE ORDERED CHANGE	\$216.08
10/15/20	ROBERT K & SALLY L HILLES	BEOR	BOE ORDERED CHANGE	\$1,663.27
9/24/20	ROBERT L BAILEY	SN	SENIOR NEW ON	\$6,137.86
12/10/20	ROBERT V & CAROLYN J PUELZ	ST	SENIOR TRANSFER	\$268.59
10/15/20	ROBERT W GRUEN	SN	SENIOR NEW ON	\$4,079.21
7/22/20	ROME GRANGE #226	MTD	TAX TO EXEMPT-DOR	\$3,607.09
10/15/20	RONALD G & WENDY L VISSER	MSQ	MEASURE CORRECTION	\$39.48
3/19/20	RONALD G DETHER	SN	SENIOR NEW ON	\$899.82
10/12/20	RONALD J & BETH J PHEIFER	SL	SENIOR LEVEL CHANGE	\$688.24
3/11/20	RONALD W BRICKER	SL	SENIOR LEVEL CHANGE	\$348.55
12/10/20	RONALD W BRICKER	SL	SENIOR LEVEL CHANGE	\$235.78
8/19/20	RONDA K & RODNEY M VILENE	MTX	TAX TO EXEMPT-NEC	\$74.33
2/27/20	ROSALIND & GARY ANDERSON JT	SN	SENIOR NEW ON	\$311.27
6/22/20	ROSANNE MANNING	BECE	BOE CORRECT EVAL	\$211.66
5/5/20	ROSEMARIE NORTON-NADER	SN	SENIOR NEW ON	\$485.27
6/22/20	ROXANNA BELFIELD	SN	SENIOR NEW ON	\$982.29
3/4/20	RYAN & JEANNIE WIENS	MSQ	MEASURE CORRECTION	\$695.84
3/4/20	S & S SEQUOIA LLC	DPA	DESTROYED ABATED	\$17,708.66
6/22/20	SAJAN SINGH & RESHAM KAUR	BECE	BOE CORRECT EVAL	\$453.05
12/10/20	SALLY L ANTHONY	ST	SENIOR TRANSFER	\$895.04
3/19/20	SALLY STONE	SL	SENIOR LEVEL CHANGE	\$294.17
12/10/20	SALLY T MULJADI	SN	SENIOR NEW ON	\$10,857.12
12/10/20	SAMISH HILLS ASSOCIATES	BECE	BOE CORRECT EVAL	\$825.41
4/1/20	SAMUEL A ULANOFF	SN	SENIOR NEW ON	\$2,255.69

6/22/20	SANDI G ATWAL & HENRY A PETERSEN	BECE	BOE CORRECT EVAL	\$136.88
5/21/20	SANDRA J ROBSON	SN	SENIOR NEW ON	\$737.47
8/19/20	SANDRA V PALM	SN	SENIOR NEW ON	\$4,756.77
3/4/20	SANDVIG ENTERPRISES LLC	BEOR	BOE ORDERED CHANGE	\$7,225.54
3/19/20	SCOTT & EMILY B HIGHLEYMAN	MSQ	MEASURE CORRECTION	\$604.98
3/11/20	SHAHROKH FARAHANI	SN	SENIOR NEW ON	\$4,441.15
12/10/20	SHARON J DODD	SN	SENIOR NEW ON	\$2,518.11
6/22/20	SHAUNI L ROUTHEAU	BECE	BOE CORRECT EVAL	\$369.47
6/22/20	SHAWN L HOLMES	SN	SENIOR NEW ON	\$264.00
8/19/20	SHEILA ECKHARDT	SL	SENIOR LEVEL CHANGE	\$173.22
10/15/20	SHEILA GOLDSMITH	SN	SENIOR NEW ON	\$1,573.20
1/22/20	SHERRY J GADEBERG	SN	SENIOR NEW ON	\$1,616.41
12/10/20	SHERRY L FAITH	SN	SENIOR NEW ON	\$591.31
1/22/20	SHIRLEY ANN SIEDSCHLAG	SN	SENIOR NEW ON	\$257.02
10/12/20	SHIRLEY J FINNEY	SN	SENIOR NEW ON	\$1,839.88
10/12/20	SID FELDSTEIN	BEOR	BOE ORDERED CHANGE	\$826.68
3/4/20	SILVERADO BELLINGHAM	MTR	TAX TO EXEMPT-ROADS	\$219.25
3/4/20	SOUTH EVERSON LUMBER CO INC	PTC	PP TAX CODE CORRECT	\$307.69
3/19/20	SPENCER L JOHNSON	DPD	DESTROYED DEMOLISH	\$80.93
4/1/20	STACEY K PROVIAS	SN	SENIOR NEW ON	\$1,121.80
10/12/20	STACEY PROVIAS	ST	SENIOR TRANSFER	\$407.75
2/11/20	STANLEY R & LINDA A NOVAK	SA	SNR ADMIN CORRECT	\$3,253.82
9/24/20	STEPHANIE G STRONG	SN	SENIOR NEW ON	\$478.47
6/22/20	STEPHANIE L STRAIGHT	BECE	BOE CORRECT EVAL	\$462.77
2/11/20	STEPHEN HENDER	SN	SENIOR NEW ON	\$1,648.49
2/27/20	STEPHEN K & JULIE A BROMMERS	SN	SENIOR NEW ON	\$2,334.02
12/10/20	STEPHEN R & SUSAN V SANTLER	SN	SENIOR NEW ON	\$805.90
4/13/20	STEPHEN R & TERRI A MASON	MSQ	MEASURE CORRECTION	\$1,547.44
10/15/20	STEPHEN R & TERRI A MASON	SN	SENIOR NEW ON	\$1,943.96
2/11/20	STEPHEN R KUCERA TRUST	SN	SENIOR NEW ON	\$1,346.28
1/22/20	STERLING TAYLOR REV LIVING TRUST	SN	SENIOR NEW ON	\$3,265.11

10/12/20	STEVE & KAREN SIEKKINEN	BEOR	BOE ORDERED CHANGE	\$11.99
6/22/20	STEVEN & SUSAN CLARK	BECE	BOE CORRECT EVAL	\$458.48
4/1/20	STEVEN B & ANN R KELLY	SN	SENIOR NEW ON	\$6,133.70
7/22/20	STEVEN B LLC	MSQ	MEASURE CORRECTION	\$738.02
12/10/20	STEVEN BOUCHARD	SN	SENIOR NEW ON	\$1,927.68
7/22/20	STEVEN D & CANDACE L MATHEWS	SN	SENIOR NEW ON	\$942.40
5/21/20	STEVEN H & GENEVA SMITH	SN	SENIOR NEW ON	\$3,639.72
2/27/20	STEVEN IMAI	SN	SENIOR NEW ON	\$322.10
10/12/20	STEVEN J CHANCE	BEOR	BOE ORDERED CHANGE	\$221.26
12/10/20	STEVEN R STEELE	SN	SENIOR NEW ON	\$2,206.11
12/10/20	STEVEN W RAUCH	SL	SENIOR LEVEL CHANGE	\$64.87
4/13/20	STEWART E OLSEN	SC	SENIOR CHANGE	\$4,044.54
2/11/20	SUE TOY	SN	SENIOR NEW ON	\$562.66
2/11/20	SUE Y TOY	SN	SENIOR NEW ON	\$416.25
2/11/20	SUSAN E RICHMOND LIVING TRUST/TR	SN	SENIOR NEW ON	\$5,274.29
2/27/20	SUSAN E VADIMSKY	SN	SENIOR NEW ON	\$834.74
10/15/20	SUSAN K HUFFMAN	SN	SENIOR NEW ON	\$901.32
5/21/20	SUSAN M GROSSMAN	SN	SENIOR NEW ON	\$1,225.47
2/27/20	SUZANNE M LYNCH	SN	SENIOR NEW ON	\$729.66
6/22/20	TALBOT REAL ESTATE LLC	MTX	TAX TO EXEMPT-NEC	\$1,785.84
3/19/20	TAVI ARLEV & PAMELA A URI	SN	SENIOR NEW ON	\$2,835.47
10/12/20	TERESA R PINNEY	SN	SENIOR NEW ON	\$2,459.37
12/10/20	TERESA STEPHENS	SN	SENIOR NEW ON	\$1,511.96
9/24/20	THE CHURCH IN BELLINGHAM INC	MTD	TAX TO EXEMPT-DOR	\$2,221.17
1/22/20	THELMA E MCCOLLUM	SL	SENIOR LEVEL CHANGE	\$1,328.12
5/21/20	THERESA M PARKER	SN	SENIOR NEW ON	\$888.02
6/22/20	THERESA M SCHENCK	BECE	BOE CORRECT EVAL	\$107.50
3/4/20	THOMAS A & KELLY J DRESS	DPD	DESTROYED DEMOLISH	\$141.66
2/27/20	THOMAS E & CAROLINE T BOENIG	MSQ	MEASURE CORRECTION	\$35.32
2/27/20	THOMAS R CRAMER	SN	SENIOR NEW ON	\$1,428.77
3/11/20	THOMAS R WIEGAND	DPA	DESTROYED ABATED	\$1,983.35

2/27/20	THORNTON E SKINNER REV. LIVING TRUST/TR	SN	SENIOR NEW ON	\$4,913.35
12/10/20	TIMOTHY & REBECCA LEWIS TRUST/TR & D & M PERROTT	BEOR	BOE ORDERED CHANGE	\$626.38
12/10/20	TIMOTHY A DEYOUNG & SIAM KHIM SIEW-DEYOUNG	BEOR	BOE ORDERED CHANGE	\$367.16
12/10/20	TIMOTHY A NORTHROP & YUKI A GOUGH	BECE	BOE CORRECT EVAL	\$735.17
1/22/20	TIMOTHY R STROMER	MSQ	MEASURE CORRECTION	\$229.08
9/24/20	TINA MAZZOLA	SN	SENIOR NEW ON	\$1,859.60
6/22/20	TONIA I FRANCIS	BECE	BOE CORRECT EVAL	\$304.51
1/22/20	TONY A & KRISTIN K JONES	SN	SENIOR NEW ON	\$5,774.59
6/22/20	TRACY L MITCHELL	BECE	BOE CORRECT EVAL	\$408.68
12/10/20	TRACY L MITCHELL	BECE	BOE CORRECT EVAL	\$357.23
7/22/20	TRACY M ANDERSON	SN	SENIOR NEW ON	\$282.32
10/15/20	TRACY M JOVOLOS	BECE	BOE CORRECT EVAL	\$660.73
6/22/20	TRAVIS L & KENDRA R MEYER	BECE	BOE CORRECT EVAL	\$264.52
8/19/20	TROY & SANDRA DEGROOT	MSQ	MEASURE CORRECTION	\$9,836.80
3/19/20	TROY C & HEATHER M MULJAT	DPA	DESTROYED ABATED	\$930.89
2/11/20	TRUDY A WILCOX	SN	SENIOR NEW ON	\$2,683.56
8/19/20	TRUDY B HOPE	SN	SENIOR NEW ON	\$216.17
6/22/20	TSENA C PAULSON	BECE	BOE CORRECT EVAL	\$466.99
2/27/20	TSUI-LI HORNG	BEOR	BOE ORDERED CHANGE	\$1,083.83
6/22/20	TYLER J ALLRED & HABIBA SIAL	BECE	BOE CORRECT EVAL	\$64.65
6/22/20	URSZULA M KUBIK	BECE	BOE CORRECT EVAL	\$452.77
11/9/20	VALENTINA I IGNATOVA	SN	SENIOR NEW ON	\$581.43
12/10/20	VALENTINA I IGNATOVA	SN	SENIOR NEW ON	\$1,006.62
3/11/20	VALERIE L LOREEN	SN	SENIOR NEW ON	\$935.62
1/22/20	VIRGINIA K TAYLOR	SN	SENIOR NEW ON	\$597.55
9/24/20	VIVIEN B CYRUS	SN	SENIOR NEW ON	\$7,939.36
9/24/20	VLADIMIR & LARISA SAMUSENKO	SN	SENIOR NEW ON	\$1,453.78
2/11/20	W DAVE PARKER TRUST	SN	SENIOR NEW ON	\$2,760.25
2/27/20	WALKER LIVING TRUST	MSQ	MEASURE CORRECTION	\$1,740.08
2/27/20	WALT & ALICIA R KOCHAN	SN	SENIOR NEW ON	\$2,001.64
1/22/20	WA STATE DEPT OF NAT. RESOURCES	COR	NO CHANGE CORRECT	\$95.58

7/22/20	WENDELL MARTIN	MTX	TAX TO EXEMPT-NEC	\$69.83
3/11/20	WESTERN PACIFIC TIMBER LLC	COR	NO CHANGE CORRECT	\$1,412.97
12/10/20	WESTSIDE PIZZA	PCC	PP CORRECTION	\$51.27
8/19/20	WHATCOM CO. FLOOD CTL ZONE DIST.	MTX	TAX TO EXEMPT-NEC	\$23.55
5/5/20	WHATCOM LAND TITLE COMPANY INC	MTX	TAX TO EXEMPT-NEC	\$434.15
3/4/20	WHIT B PARKER	DPD	DESTROYED DEMOLISH	\$28.86
8/19/20	WHITMORE PROPERTIES LLC	MTX	TAX TO EXEMPT-NEC	\$81.90
3/19/20	WILLIAM & KRISTIN WRIGHT	SN	SENIOR NEW ON	\$1,342.42
7/22/20	WILLIAM G & BRENDA L HERBST	SN	SENIOR NEW ON	\$515.12
12/10/20	WILLIAM G MITCHELL	SN	SENIOR NEW ON	\$237.90
10/15/20	WILLIAM J RANALLO	SN	SENIOR NEW ON	\$236.01
6/22/20	WILLIAM L LAMPMAN & ALLISON M JOHNSON	BECE	BOE CORRECT EVAL	\$322.53
6/22/20	WILSON & JOANNA C LARGE	BECE	BOE CORRECT EVAL	\$277.82
8/19/20	WINDIE A. EDWARDS	SN	SENIOR NEW ON	\$256.50
12/10/20	WISER LAKE RIDGE COMMUNITY ASSN	ME	MANIFEST ERROR	\$1,437.84
4/1/20	YORKSTON OIL CO	MTX	TAX TO EXEMPT-NEC	\$482.92
6/22/20	YORKSTON OIL CO	MTX	TAX TO EXEMPT-NEC	\$3,624.96
3/19/20	YOUNG & WON J KIM	DPA	DESTROYED ABATED	\$1,110.09
7/22/20	YVONNE U LEWIS	SC	SENIOR CHANGE	\$409.83
12/10/20	ZACHIA MIDDLECHILD	BEOR	BOE ORDERED CHANGE	\$445.25
				<hr/>
				\$1,004,871.67

GROUPED REFUND TYPES	TOTALS
BEOR/BECE	\$92,674.90
COR/CT	\$76,266.33
DESTROYED/ABATED PROPERTY	\$39,370.98
MSQ/ME/MDA/MCC	\$47,440.26
MTD/MTR/MVY/MTX TAXABLE TO EXEMPT	\$39,714.52
PERSONAL PROPERTY	\$4,607.63
SENIOR/DISABLED	\$704,797.05
	<hr/>
	\$1,004,871.67
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BECE = Board of Equalization Corrective Evaluation (Assessor Stipulation)
 BEOR = Board of Equalization Ordered Change (Hearing Order)
 COR/CT = Correction to OSS or other fees/Court Settlement
 DPA & DPD = Destroyed/Abated Property/Value removed from tax rolls. Property Claim Filed.
 MCC, MDA, ME = Misc. Clerical/Double Assess/Manifest Error
 MSQ = Measurement and Calculation 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.)
 Pers. Prop. = Latefile Rework/Double Assess & Misc. Corrections/HOF Exempt/Business Closed
 SA, SB, SC, SL, SN, ST = Senior/Disabled = Add/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: AB2021-054

File ID:	AB2021-054	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	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:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services at the COVID-19 Temporary Housing Facility in the amount of \$168,333 for a total amended contract amount of \$335,000

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, Contract Amendment, Original Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Roth Construction, Inc. dba ServiceMaster Cleaning by Roth – COVID-19
Temporary Housing Facility Cleaning Services Contract Amendment #4

DATE: January 14, 2021

Attached is a contract amendment between Whatcom County and Roth Construction, Inc. dba ServiceMaster Cleaning by Roth for your review and signature.

▪ **Background and Purpose**

This contract provides funding for cleaning services provided at the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. At the time that amendment #3 was authorized by Council and approved by the County Executive, a source of funding to extend the contract beyond January 31st had yet to be identified. Funding from the Washington State Department of Health has since been identified and the purpose of this amendment is to extend the contract through May 31st. This amendment also provides increased funding to support the extended contract period, an increased guest census at the Facility requiring additional services, and an unexpected five-fold increase in the cost of PPE.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$335,000. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020-2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202004011 – 4

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Anne Deacon	
Contractor's / Agency Name:		Roth Construction, Inc. dba ServiceMaster Cleaning by Roth	
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 #:	202004011	
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201801023 / 202006003
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost		660440 / 660430 /
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Center:	134150
Is this agreement excluded from E-Verify?		No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	
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 type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		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.	
\$ 166,667			
This Amendment Amount:			
\$ 168,333			
Total Amended Amount:			
\$ 335,000			
Summary of Scope: This contract provides funding for cleaning services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	14 Months	Expiration Date:	05/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 01/05/2021
	2. Health Budget Approval	KR/JG	Date: 01/06/2021
	3. Attorney signoff:	RB	Date: 01/08/2021
	4. AS Finance reviewed:	Bbennett	Date: 01/08/2021
	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 Contract Number:

202004011 – 4

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

Roth Construction, Inc. dba ServiceMaster Cleaning by Roth
3900 Spur Ridge Lane
Bellingham, WA 98226

CONTRACT PERIODS:

Original: 04/17/2020 – 07/05/2020

Amendment #1: 04/17/2020 – 10/31/2020

Amendment #2: 11/01/2020 – 12/30/2020

Amendment #3: 12/31/2020 – 01/31/2021

Amendment #4: 11/01/2020 – 05/31/2021

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. Extend the term of the contract through 05/31/2021.
2. Revise Exhibit B – Compensation, to update total funding and the invoice deadline date; revised Exhibit B is attached.
3. Funding for the total contract period (04/07/2020 – 05/31/2021) is not to exceed \$335,000.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 11/01/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

	Rob Richards, COO	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

CONTRACTOR INFORMATION:

Roth Construction, Inc. dba ServiceMaster Cleaning by Roth
Rob Richards, COO
3900 Spur Ridge Lane
Bellingham, WA 98226
360-815-2472
rob@smcbr.com

EXHIBIT “B” – Amendment #4
(COMPENSATION)

I. Budget and Source of Funding: Funding for this contract may not exceed \$335,000. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract.

Compensation: Contractor will be paid on a per unit basis as follows:

Weekly Unit Cleaning	
1 – 5 Units	\$375 each
6 – 10 Units	\$325 each
11 – 60 Units	\$300 each
Turnover and Initial Unit Cleaning	
1 – 5 Units	\$425 each
6 – 10 Units	\$350 each
11 – 60 Units	\$325 each
Weekly Common Area Cleaning	
\$1300 flat rate	

Scheduled After Hour Turn Over (5-day advanced notice)	
1 – 5 Units	\$525 each
6 – 10 Units	\$425 each
11 – 60 Units	\$400 each
Unscheduled After Hour Turn Over (less than 5-day advanced notice)	
1 – 5 Units	\$625 each
6 – 10 Units	\$510 each
11 – 60 Units	\$475 each
After hours defined as: hours after 5pm until 8am Monday-Friday and all of Saturday & Sunday	

Tax Rate is 8.7% and is not included in the above unit pricing.

II. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by June 15, 2021**. Invoices submitted for payment must include the items identified in the table above.
- 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.
- Invoices must include the following statement, with an authorized signature and date:

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

Whatcom County Contract No.
202004011

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	Unified Command - COVID19
Contract or Grant Administrator:	Brad Bennett, Finance Manager
Contractor's / Agency Name:	Roth Construction dba: ServiceMaster Cleaning by Roth
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: <u>Emergency Ordinance</u> Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>134150</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input checked="" 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): \$ <u>110,000.</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The contractor will provide cleaning services at the COVID-10 Isolation Quarantine and Recovery Center located at Motel 6, 3701 Byron Avenue, Bellingham, WA.	
Term of Contract: 3 months	Expiration Date: July 5, 2020

Contract Routing:	1. Prepared by: <u>Brad Bennett</u>	Date: <u>04.20.2020</u>
	2. Attorney signoff: <u>C.Quinn</u>	Date: <u>04.20.2020</u>
	3. AS Finance reviewed: <u>B. Bennett</u>	Date: <u>04.20.2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>4-21-2020</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>4-21-2020</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____ ✓	Date: <u>4-22-2020</u>
	9. Original to Council: _____ ✓	Date: <u>4-28-2020</u>

COUNTY ORIGINAL

Whatcom County Contract No.

202004011

CONTRACT FOR SERVICES
Between Whatcom County and ServiceMaster Cleaning by Roth

Roth Construction Inc dba ServiceMaster Cleaning by Roth, 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 12,
 Exhibit A (Scope of Work), page 13,
 Exhibit B (Compensation), page 14,
 Exhibit C (Certificate of Insurance), page 15,
 Exhibit D (Anti-Lobbying Certification), page 16.

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 17th day of April, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 5th day of July, 2020.

The general purpose or objective of this Agreement is to: provide cleaning services at the COVID-19 Isolation Quarantine and Recovery Center located at Motel 6, 3701 Byron Avenue, Bellingham, WA 98225, 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 \$ 110,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22nd day of April, 20 20.

CONTRACTOR:

Roth Construction Inc dba ServiceMaster Cleaning by Roth
 3900 Spur Ridge Ln
 Bellingham, WA 98226

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

DocuSigned by:

Sam Roth

4/21/2020

D0082217EAD1E4BC
 Sam Roth, Owner

WHATCOM COUNTY:
Recommended for Approval:

Department Director Date

Approved as to form:

DocuSigned by:
Chris Quinn 4/21/2020

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

DocuSigned by:
Satpal Singh Sidhu 4/22/2020

By Satpal Singh Sidhu
Satpal Singh Sidhu, Whatcom County Executive

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.

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:

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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 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:

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 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

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- g. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance

requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

ServiceMaster Cleaning by Roth
3900 Spur Ridge Ln
Bellingham, WA 98226
Attention: Rob Richards
Telephone: (360) 815-2472
Email: rob@smcbr.com

Whatcom County
Facilities Management
3720 Williamson Way
Bellingham, WA 98225
Attention: Rob Ney, Manager
Telephone: 360-778-5365
Email: rney@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

- 37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

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

If applicable, 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:

If applicable, 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. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security,

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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

38.4 Federal Requirements:

a. Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. Whatcom County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

b. Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to Whatcom County and understands and agrees that Whatcom County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

c. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Exhibit D). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

e. Department of Homeland Security, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

f. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

g. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

h. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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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, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

BACKGROUND:

As a result of the COVID-19 outbreak, Whatcom County has leased the Motel 6 located at 3701 Byron Avenue, Bellingham, Wa 98225 as a facility to house people for isolation, quarantine and recovery purposes. The motel is a 60-unit facility which will be staffed 24/7 with program personnel and security services. Guests will be asked to assist with daily housekeeping and personal laundry by on-site program staff. This contract is for cleaning services, on a per unit basis, in a COVID-19 positive environment to protect the health and safety of the temporary residents and staff.

SCOPE OF WORK:

All units have laminate flooring, no upholstered furniture and have polyester blinds (one side vinyl).

Contractor will provide:

1. initial cleaning of 10 units of 10 recently occupied rooms.
2. weekly cleaning of all occupied rooms on an as-needed basis up to the maximum of 60 rooms
3. final cleaning of individual rooms as they are vacated to ready for the next guest
4. weekly cleaning of common areas
5. cleaning in accordance with CDC standards
6. and use EPA-registered disinfectants from List N according to label instructions (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>)
7. staff and ensure they have necessary training and wear appropriate PPE for exposure to disinfectants and patients with COVID-19

Services will include but not be limited to:

1. Weekly work scope:
 - a. Air out rooms for as long as possible
 - b. Mop hard floors
 - c. Vacuum permanent rug mat at front door
 - d. Wipe down all surfaces with approved cleaners
 - e. Clean bathroom with approved cleaners
 - f. Mist entire room and wet wipe all touch points using List N disinfectants
2. Turnover and initial cleaning of 10 units work scope:
 - a. Full weekly work scope
 - b. Shampoo rug mat at front doors
 - c. Wipe walls
 - d. Clean blinds
3. Weekly Common Areas (Guard Shack, Lobby, Outdoor Chairs, Tables and Railings)
 - a. Mop hard floors
 - b. Wipe surfaces with approved cleaners
 - c. Mist and wet wipe touch points using List N disinfectants
 - d. Wipe tables, chairs and railings with approved cleaners

EXHIBIT "B"
(COMPENSATION)

Budget and Funding:

The source of this funding for this contract, in an amount not to exceed \$110,000, is the COVID-19 Emergency Response Fund. As consideration for the satisfactory provision of the services described in Exhibit A, the County agrees to reimburse the Contractor according to the rates set forth below.

Compensation:

Contractor will be paid on a per unit basis as follows:

Weekly Unit Cleaning –

- 1-5 units \$350 each
- 6-10 units \$300 each
- 11-60 units \$275 each

Turnover and Initial Unit Cleaning-

- 1-5 units \$400 each
- 6-10 units \$325 each
- 11-60 units \$300 each

Weekly Common Area Cleaning-

- \$1,300 flat rate

Invoicing:

1. The Contractor will submit itemized invoices upon completion of the job in a format approved by the County. Invoices must contain number of units cleaned, unit numbers cleaned, dates of services and a description of services performed. Invoices submitted for payment must include the contract number and be submitted within 15 days of completion of service.
2. Contractor shall submit invoices to:

Attn: Whatcom County Finance - COVID
311 Grand Avenue, Ste 503
Bellingham, WA 98225
3. Payment by the County will be considered timely if made within 30 days of the receipt and acceptance of billing information from Contractor.
4. Invoices must include the following statement, with an authorized signature and date:

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

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services provided under this contract if the Contractor has been or will be paid by any other source.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Contract for Services
Service Master Cleaning by Roth

Page 15

V. 2020-2 DocuSign

EXHIBIT "D"
(ANTI-LOBBYING CERTIFICATION)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Roth Construction Inc dba ServiceMaster Cleaning by Roth, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

DocuSigned by:



Sam Roth, Owner

4/21/2020

Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/20/2020

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

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

PRODUCER Rice Insurance LLC 1400 Broadway P.O. Box 839 Bellingham WA 98227	CONTACT NAME: Hope McGinnis PHONE (A/C, No, Ext): (360) 734-1181 FAX (A/C, No): (360) 734-1173 E-MAIL ADDRESS: hopeh@riceinsurance.com														
INSURED Roth Construction Inc DBA: Servicemaster Cleaning by Roth 3900 Spur Ridge Ln Bellingham WA 98228	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Tokio Marine Specialty Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tokio Marine Specialty Insurance Company	23850	INSURER B: Philadelphia Indemnity Insurance Company	18058	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: CL2021270823

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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PPK2096938	02/19/2020	02/19/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	PHPK2099624	02/19/2020	02/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 10,000			PUB711262	02/19/2020	02/19/2021	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PPK2096938 - WA Stop Gap	02/19/2020	02/19/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Contractor's Pollution Liability Professional Liability			PPK2096934	02/19/2020	02/19/2021	Each 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)

Commercial General Liability Coverage Part - Occurrence Form; Additional Insured wording included per attached forms: CG20100413 Additional Insured - Owners, Lessees, Contractors - Scheduled Person or Organization CG20370413 Additional Insured - Owners, Lessees, Contractors - Completed Operations. Waiver of Subrogation included per wording of attached form: CG24040509 Waiver of Transfer Of Rights Of Recovery Against Others To Us Per Project General Aggregate included per wording of attached form: CG25030509 Per Project General Aggregate Primary & Noncontributory included per wording of attached form: PIRST0030712 Primary And Noncontributory. Care Custody Control/Property of Others limit of \$850,000 applies. Business Auto Coverage Part: Additional Insured wording, and Waiver of Subrogation wording, included per attached forms: PICA0030414 & CA04441013.

CERTIFICATE HOLDER
CANCELLATION

Whatcom County 311 Grand Ave, Ste 104 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
---	---

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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: AB2021-063

File ID:	AB2021-063	Version:	1	Status:	Agenda Ready
File Created:	01/13/2021	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for the Enhanced Whatcom Water Alliance Program, in the amount of \$50,000 (County acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works respectfully requests that the County Executive and the Whatcom County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into an interlocal agreement for the purpose of implementing the Enhanced Whatcom Water Alliance Program and supporting domestic and municipal water use efficiency efforts

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff memo, Interlocal agreement

**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

MEMORANDUM

TO: The Honorable Members of the Whatcom County
Flood Control Zone District Board of Supervisors
The Honorable County Executive Satpal Singh Sidhu

THROUGH: Jon Hutchings, Public Works Director 

FROM: Gary S. Stoyka, Natural Resources Manager 
Chris Elder, Senior Watershed Management Planner 

RE: Enhanced Whatcom Water Alliance Program Interlocal Agreement with
Whatcom Conservation District

DATE: January 6, 2021

Enclosed are two (2) originals of Enhanced Whatcom Water Alliance Program Interlocal Agreement between Whatcom County Flood Control Zone and Whatcom Conservation District for your review and signature.

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into an interlocal agreement for the sum of \$50,000 with the Whatcom Conservation District, for the purpose of implementing the Enhanced Whatcom Water Alliance Program.

Background and Purpose

The Whatcom Water Alliance (WWA) is a partnership of Whatcom County water utilities that collaborate and coordinate on water conservation, supply, and delivery activities. Over the past year the WWA, with the staff support of the Whatcom Conservation District, financial support from Whatcom County, and engagement from stakeholders across the county, developed an Enhanced Whatcom Water Alliance Program to support increased consistency and impact of water conservation messaging and activities across jurisdictions. This agreement will provide for implementation of the Enhanced Whatcom Water Alliance water conservation program in 2021 and will complement ongoing watershed management efforts in Whatcom County and Water Resource Inventory Area 1 (WRIA 1). The Whatcom Conservation District continues to provide exemplary support and is motivated to support implementation of this program.

Funding Amount and Source

This interlocal agreement is in the amount \$50,000. The Flood Control Zone District fund (Cost Center 169121) has adequate funds in the 2021 budget for this contract.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works								
Division/Program: (i.e. Dept. Division and Program)	Natural Resources 907010								
Contract or Grant Administrator:	Chris Elder								
Contractor's / Agency Name:	Whatcom Conservation District								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>									
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 169121									
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</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 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
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<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): \$ 50,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <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 Enhanced Whatcom Water Alliance Program will increase consistency and impact of water conservation messaging and activities across jurisdictions. This program will increase opportunities and benefits for smaller water utilities through collaboration and resource sharing. It will also identify conservation measures that will be applicable to residences and businesses that get water service from a large or small utility as well as those using private water sources.									
Term of Contract: Jan 27, 2021	Expiration Date: Dec 31, 2021								

Contract Routing:	1. Prepared by: Chris Elder	Date: 1/8/2021
	2. Attorney signoff: Christopher Quinn	Date: 1/11/2021
	3. AS Finance reviewed: M. Caldwell	Date: 1/11/2021
	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: _____

**2021 INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
WHATCOM CONSERVATION DISTRICT FOR
DOMESTIC-MUNICIPAL WATER USE EFFICIENCY PROJECT**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and the Whatcom County Flood Control Zone District (“FCZD”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for coordinating a domestic-municipal water use efficiency program.

WHEREAS, Whatcom County has participated in cooperative watershed planning since at least 1999 through the Watershed Planning Act (RCW 90.82) and the Streamflow Restoration Act (RCW 90.94) as well as through other processes; and

WHEREAS, during development of an amendment to the Water Resources Inventory Area (WRIA) 1 Watershed Management Plan in 2019, as required under RCW 90.94, water use efficiency was identified as a recommended measure to offset the impacts from permit-exempt wells; and

WHEREAS, although an amendment to the Watershed Management Plan was not approved within the statutory time limit, the measures identified in the proposed plan to offset the impacts of permit-exempt wells, including water use efficiency, did have broad support, and;

WHEREAS, the FCZD Board of Supervisors included \$50,000 in the 2021 FCZD budget to develop water use efficiency programs for the agricultural and domestic/municipal sectors, and;

WHEREAS, the FCZD and WCD executed Interlocal AGREEMENT 201910017 in 2019 as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) to develop a domestic-municipal water use efficiency program, and;

WHEREAS, the WCD, working through the Whatcom Water Alliance, which includes representatives from all the publicly-owned water systems in Whatcom County, developed a domestic-municipal water use efficiency program in 2020, and;

WHEREAS, the WCD was formed in 1946 pursuant to RCW 89.08 as a public agency to undertake the conservation of renewable resources in all of Whatcom County; and

WHEREAS, the FCZD has the authority to utilize the services and expertise of other agencies to further efforts beneficial to the residents and citizens of Whatcom County, and;

WHEREAS, the WCD desires to provide such services to the FCZD.

NOW, THEREFORE, the WCD and FCZD agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the FCZD will make available funds to the WCD to implement the Enhanced Whatcom Water Alliance Program as described in Exhibit A attached hereto.

- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to conduct the work described in Exhibit A attached hereto.
- IV. *FCZD Responsibilities:* The FCZD hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the FCZD in accordance with the requirements of Exhibit B. The FCZD will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This AGREEMENT shall be effective for services performed from the date of signature through December 31, 2021.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD Executive Director or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.
- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written AGREEMENT executed by the Parties hereto. Waiver or breach of any term or condition of this AGREEMENT shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XII. *Severability:* In the event any term or condition of this AGREEMENT or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this AGREEMENT that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this AGREEMENT are declared severable.

- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIV. *Recordation:* Upon execution of this Agreement, FCZD shall file a copy of it with the office of the County Auditor pursuant to the requirements of RCW 39.34.040.
- XV. *Performance:* The parties agree to satisfy all aspects of this AGREEMENT in a timely and professional manner. The WCD shall notify the FCZD as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.
- XVI. *Audit and Inspection:* The FCZD and WCD shall maintain records pursuant to this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The FCZD and WCD shall preserve and make such records available to said parties until expiration of three (3) years from the date of final payment under this AGREEMENT.
- XVII. *Dispute Resolution:* The parties to this AGREEMENT shall first attempt to resolve disputes informally at the staff level. In the event that the dispute cannot be resolved at the staff level, a dispute resolution procedure shall be followed under the guidance of the Whatcom Dispute Resolution Center.
- XVIII. *Rights and Remedies:* In no event shall a making by the FCZD of any payment to the WCD constitute or be construed as a waiver by the FCZD of any breach of covenant or any default that may then exist on the part of the WCD. The making of any such payment by the FCZD while any such breach or default shall exist shall in no way impair or prejudice any of the FCZD's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the WCD has not entitled under this AGREEMENT, or where any payments were made by mistake, or to pursue any other remedy available to the FCZD in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the FCZD or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the FCZD or the WCD by law.

- XIX. *Proof of Insurance:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits provided in the attached certificate of insurance. For the commercial general liability insurance, FCZD shall be named as an additional insured. WCD's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against FCZD and its coverage. FCZD's insurance shall not serve as a source of contribution.

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the FCZD in fulfilling its responsibilities otherwise defined by law.

XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2021.

WHATCOM CONSERVATION DISTRICT

By Heather Christianson 1/13/2021
Heather Christianson, Chair Date

Approved as to form:

George J Boggs, JD

Digitally signed by George J Boggs, JD
DN: cn=George J Boggs, JD, o=Whatcom Conservation
District, ou=emailingboggs@whatcomcd.org, c=US
Date: 2021.01.11 16:43:10 -0800

George J. Boggs
WCD Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 13 day of January, 2021, before me personally appeared Heather Christianson to me known to be the Chair of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Beth Bushaw
NOTARY PUBLIC in and for the State of Washington,
residing at: Whatcom County
My commission expires 6/29/21



WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____
Satpal Singh Sidhu,
Whatcom County Executive
For the Flood Control Zone District Date

Recommended for Approval:


Jon Hutchings
Public Works Director

1/13/21
Date

Approved as to form:

CO/emmaled/BB 1/13/2021
Christopher Quinn Date
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this ____ day of _____, 2021, before me personally appeared Satpal Singh 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 commission expires _____

EXHIBIT A - SCOPE OF WORK
Domestic-Municipal Water Use Efficiency Project Coordination
Implementation of the Enhanced Whatcom Water Alliance Program

Background

The Enhanced Whatcom Water Alliance Program was developed to increase consistency and impact of water conservation messaging and activities across jurisdictions that demonstrate a regional focus and coordination. This program will increase opportunities and benefits for smaller water utilities through collaboration and resource sharing. It will also identify conservation measures that will be applicable to residences and businesses that get water service from a large or small utility as well as those using individual private water sources.

This program builds on the existing Whatcom Water Alliance (WWA), a regional water conservation group comprised of municipalities and public water utilities in Whatcom County that has been collaborating successfully since 2008.

The first year of the EWWA program will serve to build the foundation for the remaining years of the program. Development and launch of the website, data portal and comprehensive outreach strategy will be the primary components of this year. Audience research will hone the programming, and outreach evaluation will guide future years of programming. Also during this time, WWA member facilitation and recruitment of additional members will provide the feedback and structure to create the most user-friendly and effective program. The technical assistance and rebate program will be in development to ensure a 2022 roll out with the best marketing tools and cost effective technology available.

Program Elements

The WCD will work with the WWA to implement the following program elements:

- Development and maintenance of a website that will be a portal for water conservation information as well as for WWA members to access water use efficiency tools and resources
- Development of coordinated outreach that will include hands-on workshops and media campaigns
- Research and development of a technical assistance and rebate program to incentivize residents to adopt water conservation behaviors and practices
- Facilitation of the WWA network to improve communication and coordination among Whatcom County water utilities and to recruit additional members

Task 1: Program Administration

The WCD will provide program administration as project lead. This will include tracking/reporting on progress of project, and end of project reporting.

Deliverables:

- Invoices will be submitted by the 15th of every month or quarterly if no work was performed in a given month.
- A short progress report summarizing work performed as requested
- A final written project report detailing the program outcomes

Task 2: Whatcom Water Alliance Member Support

WCD will work to improve coordination, collaboration and communication among WWA members and public water utilities in Whatcom County to achieve greater efficiency and effectiveness in delivering retail water services.

Deliverables:

- Quarterly facilitated meetings that will include guest speakers to ensure an engaged membership and recruitment of new members.
- A data portal that will include a water use efficiency media kit and water use efficiency rule reporting templates

Task 3: Outreach & Incentive Program

Historically in Whatcom County each water purveyor, municipality or district has created their own unique water used efficiency outreach strategy. With this Enhanced WWA program, these efforts, funding and time, can be leveraged for the county as a whole. This comprehensive and robust program will reinforce messaging and reach a broader and more diverse audience.

Deliverables:

- Development and launch of a coordinated Water Use Efficiency website
- Multi-media campaigns focused on seasonal water conservation messaging
- Workshops on indoor/outdoor water saving techniques
- Development of a technical assistance and rebate program that includes water efficient residential and commercial appliances and/or fixtures, a mechanism for tracking rebate program metrics, and assistance with leak detection, rainwater catchment, and water use efficiency audits

EXHIBIT B - BUDGET
Domestic-Municipal Water Use Efficiency Project
Implementation of the Enhanced Whatcom Water Alliance Program

Task items are budgeted as described below:

Task 1: Program Administration	\$8,100
Task 2: Whatcom Water Alliance Member Support	\$16,100
Task 3: Outreach & Incentive Program	\$25,800

As consideration for services provided in Exhibit A, Scope of Work, the FCZD agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project, estimated hourly rates provided below*. Composite rates are subject to WCD adjustments, annually or as needed. Revised Composite Rate forms will be provided to the FCZD for any rate changes upon adjustment. The total budget is not to exceed **\$50,000**. FCZD will reimburse mileage at current IRS rate. Mileage log to include name of staff member, date of travel, starting point and destination of travel, and number of miles traveled will accompany claims for mileage. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Title	Maximum 2021 composite Rate*	Totals
GIS Tech	\$ 54.24	\$ 35,923
Admin	\$ 45.10	
Executive Director	\$ 97.05	
Ed Specialist	\$ 56.93	
Ed Assistant	\$ 33.61	
Resource Tech	\$ 46.26	
HIP Coordinator	\$ 48.48	
Wetland Specialist	\$ 56.17	
CREP Coordinator	\$ 63.27	
CREP Tech	\$ 51.67	
Livestock Coordinator	\$ 51.92	
Planner	\$ 43.44	
Planner	\$ 45.21	
Assistant	\$ 37.02	
WQ Data Coordinator	\$ 50.61	
Science Coordinator	\$ 64.66	
Scientist	\$ 43.94	
Overhead (30% of salaries/benefits)		\$ 10,777
Total Personnel		\$ 46,700
Supplies/postage/rental	Actual costs	\$ 3,000.00
Mileage	Actual costs	\$ 300.00
Totals		\$ 50,000

*WCD staff listed may work on any task, not to exceed \$46,700 for salaries/benefits and overhead.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-035

File ID:	AB2021-035	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Land Trust to monitor and enforce easements purchased through the Purchase of Development Rights Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director ^{MP}

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

RE: Whatcom Land Trust Contract

DATE: December 18, 2020

Enclosed are two (2) originals of the contract between Whatcom Land Trust and Whatcom County for your review and signature.

▪ **Background and Purpose**

Since the creation of the Purchase of Development Rights program in 2002, Whatcom County has partnered with the Whatcom Land Trust to co-hold easements. Through this partnership, a total of 30 conservation easements have been purchased. This contract will continue the Whatcom Land Trust's assistance with conservation easement baseline inventory development, monitoring, and enforcement. This contract uses an updated formula for calculating these associated costs, which accounts for increased property insurance and staffing costs.

▪ **Funding Amount and Source**

Under the new contract, the County will pay Whatcom Land Trust (WLT) as follows:

1. For easement monitoring:
 - a. A minimum fee of \$18,000 per easement, or
 - b. A 5% fee on the easement price, whichever is greater, but not to exceed \$24,000 per easement.
2. In addition, the County shall reimburse WLT for all out of pocket costs incurred in acquiring conservation easements such as, but not limited to, costs associated with the creation of the baseline documentation and surveys.

Funding would come from the Conservation Futures Fund.

Please contact Becky Snijder van Wissenkerke at extension 5956 if you have any questions or concerns regarding the terms of this agreement.

Encl. Contract for Services Agreement

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes 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 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>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</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.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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CONTRACT FOR SERVICES
Between Whatcom County and Whatcom Land Trust

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

General Conditions, pp. 3 to 10,
 Exhibit A (Scope of Work), pp. 11,
 Exhibit B (Compensation), pp. 12.

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 upon county approval and signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023.

The general purpose or objective of this Agreement is to: monitor and enforce easements of properties for the Purchase of Development Rights Program in perpetuity, 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 a minimum fee of \$18,000 per easement, or 5% of the easement price, whichever is greater, but not to exceed \$24,000 per easement. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

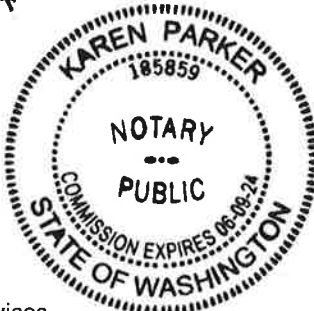
CONTRACTOR:


Whatcom Land Trust


 Gabe Epperson, Executive Director

STATE OF WASHINGTON)
) ss.
 COUNTY OF Whatcom)

On this 3rd day of Dec, 2023, before me personally appeared Gabe Epperson to me known to be the Executive Director (title) of Whatcom Land Trust (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




 Karen Parker
 NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 08-08-24

Contract for Services
 Whatcom Land Trust

Page 1

WHATCOM COUNTY:
Recommended for Approval:

 12-18-2020
Department Director Date

Approved as to form:

/s/ Royce Buckingham 12/28/20
Prosecuting Attorney 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:

Whatcom Land Trust



Gabe Epperson, Executive Director

Address:
412 N Commercial St
Bellingham, WA 98225

Mailing Address:
PO Box 6131
Bellingham, WA 98227

Phone: 360-746-6804
Email: Alex@whatcomlandtrust.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 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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

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

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)

General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

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

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

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:

Mark Personius, Director, Whatcom County Planning and Development Services

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.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

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

If applicable, 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:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties

hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

PDR Program

- 1. Entry.** Whatcom Land Trust (WLT) will begin participation in the Purchase of Development Rights (PDR) program after the PDR Oversight Committee has selected applicants eligible to participate in the program. WLT will work with the County Purchase of Development Rights Program Administrator to help negotiate a Conservation Easement Deed with the property owner(s), and then prepare baseline data and assume primary responsibility for monitoring and enforcement of the easement.

If an applicant objects to working with WLT, the County may work with a different land trust of the County's choosing.

- 2. Conservation Easement.** WLT will use a model conservation easement prepared for this PDR program in all transactions. In negotiating a transaction, WLT will make only minor modifications in the model easement, unless the property had significant habitat or other conservation values not covered by the model easement. Both WLT and Whatcom County will sign the conservation easement and be designated grantees.
- 3. Monitoring.** WLT will prepare baseline monitoring data consisting of a set of photographs of the property, maps and a narrative description. The property owner, the County and the WLT will each have a copy. At least once a year WLT will meet with the landowner and inspect the property. WLT will prepare a written monitoring report and supply a copy to the property owner and the County. If WLT or the County believes more frequent monitoring of specified properties is necessary, WLT will monitor the property more often than once per year.
- 4. Enforcement Responsibility.** WLT will have primary responsibility for monitoring and enforcement of easements. WLT will consult with and keep the County fully informed regarding any easement violation or potential violation. WLT will first try to rectify any violation by discussion with the landowner. If informal discussions are unsuccessful, WLT will turn to an informal alternate dispute resolution procedure provided for in the easement. If informal dispute resolution is unsuccessful, WLT will consider legal action to enforce compliance. If WLT decides that legal action is appropriate, WLT will ask the County to join in the legal action. If the County elects to do so, WLT will have use of the County legal staff to pursue the matter. Otherwise, the WLT will bring legal action on its own. If WLT elects not to enforce compliance by legal action, the County could choose independently to bring an enforcement action.
- 5. Proceeds.** Proceeds from the judicial termination of an easement or from compensation for violation of an easement (after reimbursement to WLT for costs and time expended to obtain the proceeds) will go to the County for acquisition of agricultural easements if the County still has an active PDR program. If not, the proceeds will go to the WLT for acquisition of property interests in Whatcom County to protect agricultural, forestry, environmental, habitat and open space values.
- 6. Monitoring Fund Disposition.** If the WLT dissolves or is for any reason unable to discharge its monitoring and enforcement responsibilities, the PDR Conservation Easement Monitoring Fund will be transferred to Whatcom County or whatever entity assumes responsibility for monitoring and enforcement.

EXHIBIT "B"
(COMPENSATION)

The Contractor shall be paid according to the following schedule:

1. The County will pay Whatcom Land Trust (WLT) for its work as follows:

- a) A minimum fee of \$18,000 per easement, or
- b) A 5% fee on the easement price, whichever is greater, but not to exceed \$24,000 per easement.

These payments shall be used for monitoring and enforcement of conservation easements purchased under the County's Purchase of Development Rights Program. The payments shall be maintained by WLT as a restricted asset within their financial records.

Upon request, WLT will provide the County with annual financial statements and include a statement from their public accounting firm who will confirm the balance of assets restricted for monitoring and enforcement of the County's conservation easements.

2. In addition to the payment which is established in paragraph 1, the County shall reimburse the Contractor for all out of pocket costs incurred in acquiring conservation easements such as, but not limited to, WLT staff time and expenses, the costs of appraisals, surveys, hazardous waste assessments, title searches, closing costs and recording fees. An invoice for WLT services according to the payment schedule above and for costs will be submitted to the County upon final signing of each conservation easement by all parties and payment is due within 30 days of submission of the invoice. If the conservation easement fails to be signed by all parties, and does not close, WLT shall submit an invoice to the County for the work completed to date on the conservation easement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-038

File ID:	AB2021-038	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Bishop-Jones property through the Purchase of Development Rights Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

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



Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: December 17, 2020

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Bishop-Jones property through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Farmland Preservation grant program in 2019 for several of the Purchase of Development Rights Program applications. Several of the Whatcom County applications ranked well and the Bishop-Jones application has been awarded matching funds to contribute towards the purchase of an agricultural conservation easement on the Bishop-Jones property.

This request is to sign a grant agreement to secure funding from RCO. It does not obligate Whatcom County to spend funds. This project will still require Council approval before an agricultural conservation easement can be completed.

Bishop-Jones applied to the PDR Program in April of 2019. Authorization to apply for funding assistance for this application was approved by Whatcom County Council on May 21, 2019 through Resolution 2019-027.

Request Summary

PDR Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project number 19-1542 (Bishop Agricultural Conservation Easement) to receive matching funds to support acquisition of an agricultural conservation easement on the Bishop-Jones property. This request is to secure funding from RCO and does not obligate Whatcom County to spend funds.

Please contact PDR Program Administrator Becky Snijder van Wissenkerke at (360)778-5956 with any questions.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes 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 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): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____	
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Project Sponsor: Whatcom County
Project Title: Bishop Agricultural Conservation Easement

Project Number: 19-1542A
Approval Date: 09/01/2020

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor), 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), PO Box 6131, Bellingham, WA 98227, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Whatcom County will use this grant to purchase an agricultural conservation easement on 47.24 acres of prime agricultural soils adjacent to a tributary of Anderson Creek, just East of Bellingham. The Bishop property supports a native plant nursery business, Fourth Corner Nursery, that sources wildcrafted seed sources and plant materials to produce and grow to maturity a diversity of native plants for use in plantings around the region. Grant funds will be used to permanently extinguish eight development rights, thereby protecting the agricultural values in perpetuity.

PERIOD OF PERFORMANCE

The period of performance begins on November 30, 2020 (project start date) and ends on October 1, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$144,275.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Farmland Preservation	50.00%	\$144,275.00	State
Project Sponsor	50.00%	\$144,275.00	
Total Project Cost	100.00%	\$288,550.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Farmland Program - Manual 10f

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Becky Snijder van Wissenkerke
Planner
5280 Northwest Drive
Bellingham, WA 98226
rsnijder@co.whatcom.wa.us

RCO Contact

Kim Sellers
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kim.sellers@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for project 19-1542, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: _____

Date: _____

Name (printed): _____

Approved as to Form:

Title: _____

By: _____
Senior Civil Deputy Prosecuting Attorney

Whatcom Land Trust

By: _____

Date: _____

Name (printed): _____

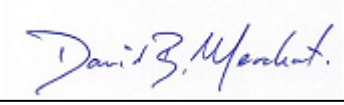
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____
Kaleen Cottingham
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 07/01/2020

Project Sponsor: Whatcom County
Project Title: Bishop Agricultural Conservation Easement

Project Number: 19-1542A
Approval Date: 09/01/2020

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Bishop Agricultural Conservation Easemen (Worksite #1,
Fourth Corner Nursery)

Real Property Acquisition

Farmland easement

Acres by Acreage Type (Farmland):

Riparian	7.00
Uplands	40.24

Number of development rights acquired: 8

Number of development rights retained: 1

Number of building envelopes within the easement area: 1

Structures that lie within the building envelopes: Barn, Residence, Shed, Shop

Percent of impervious surface: 3.00

Select the water rights associated with this property: Certificate

Incidentals

Appraisal

Appraisal Review

Baseline Documentation

Closing, Recording, Taxes, Title

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Sponsor: Whatcom County

Project Number: 19-1542A

Project Title: Bishop Agricultural Conservation Easement

Approval Date: 09/01/2020

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	11/30/2020	
	Order Appraisal(s)	02/01/2021	
	Order Appraisal Review(s)	06/01/2021	
	Progress Report Due	07/31/2021	
	Annual Project Billing Due	07/31/2021	
	Purchase Agreement Signed	10/01/2021	
	Baseline Documentation to RCO	12/01/2021	
	Progress Report Due	12/01/2021	
	Submit Draft Easement to RCO	02/01/2022	
	Acquisition Closing	05/01/2022	
	Recorded Acq Documents to RCO	07/01/2022	
	Recorded Land Survey to RCO	07/01/2022	
	Progress Report Due	07/31/2022	
	Final Billing Due	09/01/2022	
	Final Report Due	09/01/2022	
	RCO Final Inspection	09/01/2022	
	Agreement End Date	10/01/2022	

Project Sponsor: Whatcom County
Project Title: Bishop Agricultural Conservation Easement

Project Number: 19-1542A
Approval Date: 09/01/2020

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/15/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to

cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnatee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

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

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. Non ground disturbing projects (such as acquisition or planning project) all cultural resources requirements must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 05-05 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. Discovery
 - 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-

Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or

as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- D. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
 - 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:

- a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- E. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- B. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
 - 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms

of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the

receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-039

File ID:	AB2021-039	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Rethlefsen property through the Purchase of Development Rights Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

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

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, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS *urp*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: December 17, 2020

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of an agricultural conservation easement on the Rethlefsen property through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Farmland Preservation grant program in 2019 for several of the Purchase of Development Rights Program applications. Several of the Whatcom County applications ranked well and the Rethlefsen application has been awarded matching funds to contribute towards the purchase of an agricultural conservation easement on the Rethlefsen property.

This request is to sign a grant agreement to secure funding from RCO. It does not obligate Whatcom County to spend funds. This project will still require Council approval before an agricultural conservation easement can be completed.

Rethlefsen applied to the PDR Program in March of 2019. Authorization to apply for funding assistance for this application was approved by Whatcom County Council on May 21, 2019 through Resolution 2019-027.

Request Summary

PDR Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project number 19-1537 (Rethlefsen Agricultural Conservation Easement) to receive matching funds to support acquisition of an agricultural conservation easement on the Rethlefsen property. This request is to secure funding from RCO and does not obligate Whatcom County to spend funds.

Please contact PDR Program Administrator Becky Snijder van Wissenkerke at (360)778-5956 with any questions.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes 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 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>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</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.
Summary of Scope: _____	
Term of Contract: _____	
Expiration Date: _____	

Contract Routing:	1. Prepared by: _____ 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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Project Sponsor: Whatcom County
Project Title: Rethlefsen Agricultural Conservation Easement

Project Number: 19-1537A
Approval Date: 09/13/2020

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor), 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), PO Box 6131, Bellingham, WA 98227, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Whatcom County will use this grant to purchase an agricultural conservation easement on 48.86 acres of prime agricultural soils in the Squalicum Valley, just East of Bellingham. The Rethlefsen property supports a local farm business, Lydia's Flock, that raises Icelandic and Shetland sheep for the production of wool products and lamb meat. This property contains the headwaters of a tributary that feeds into Anderson Creek, and will help preserve the open space and working lands values of the Squalicum Valley. Grant funds will be used to permanently extinguish eight development rights, thereby protecting the agricultural values in perpetuity.

PERIOD OF PERFORMANCE

The period of performance begins on November 30, 2020 (project start date) and ends on December 1, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$144,275.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Farmland Preservation	50.00%	\$144,275.00	State
Project Sponsor	50.00%	\$144,275.00	
Total Project Cost	100.00%	\$288,550.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Farmland Program - Manual 10f

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Becky Snijder van Wissenkerke
Planner
5280 Northwest Drive
Bellingham, WA 98226
rsnijder@co.whatcom.wa.us

RCO Contact

Kim Sellers
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kim.sellers@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for project 19-1537, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: _____

Date: _____

Name (printed): _____

Approved as to Form:

Title: _____

By: _____
Senior Civil Deputy Prosecuting Attorney

Whatcom Land Trust

By: _____

Date: _____

Name (printed): _____

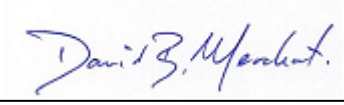
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____
Kaleen Cottingham
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 07/01/2020

Project Sponsor: Whatcom County
Project Title: Rethlefsen Agricultural Conservation Easement

Project Number: 19-1537A
Approval Date: 09/13/2020

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Rethlefsen Agricultural Conservation Eas (Worksite #1,
Rethlefsen Agricultural Conservation Easement)

Real Property Acquisition

Farmland easement

Acres by Acreage Type (Farmland):

Riparian	3.50
Uplands	45.40

Number of development rights acquired:	8
--	---

Number of development rights retained:	1
--	---

Number of building envelopes within the easement area:	1
--	---

Structures that lie within the building envelopes:	Barn, Residence, Shed, Shop
--	-----------------------------

Percent of impervious surface:	2.00
--------------------------------	------

Select the water rights associated with this property:	Unknown
--	---------

Incidentals

Appraisal

Appraisal Review

Baseline Documentation

Closing, Recording, Taxes, Title

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Sponsor: Whatcom County
Project Title: Rethlefsen Agricultural Conservation Easement

Project Number: 19-1537A
Approval Date: 09/13/2020

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	11/30/2020	
	Order Appraisal(s)	02/01/2021	
	Order Appraisal Review(s)	06/01/2021	
	Progress Report Due	07/31/2021	
	Annual Project Billing Due	07/31/2021	
	Purchase Agreement Signed	11/01/2021	
	Progress Report Due	12/01/2021	
	Baseline Documentation to RCO	03/01/2022	
	Submit Draft Easement to RCO	05/01/2022	
	Acquisition Closing	07/01/2022	
	Progress Report Due	07/31/2022	
	Final Billing Due	10/01/2022	
	Final Report Due	10/01/2022	
	RCO Final Inspection	10/01/2022	
	Recorded Acq Documents to RCO	10/01/2022	
	Recorded Land Survey to RCO	10/01/2022	
	Agreement End Date	12/01/2022	

Project Sponsor: Whatcom County
Project Title: Rethlefsen Agricultural Conservation Easement

Project Number: 19-1537A
Approval Date: 09/13/2020

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/15/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to

cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnatee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

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

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. Non ground disturbing projects (such as acquisition or planning project) all cultural resources requirements must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 05-05 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. Discovery
 - 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-

Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or

as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- D. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
 - 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:

- a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- E. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- B. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
 - 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms

of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the

receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-047

File ID:	AB2021-047	Version:	1	Status:	Agenda Ready
File Created:	01/06/2021	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Everson for Jail Work Crew Services in the amount of \$1,700.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Contract

WHATCOM COUNTY
SHERIFF'S OFFICE

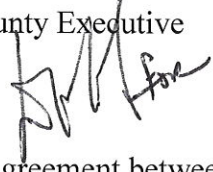
BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff 

RE: 2021 Interlocal Agreement between Whatcom County and the City of Everson

DATE: November 20, 2020

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and the City of Everson for your review and signature.

▪ **Background and Purpose**

This agreement provides the City of Everson with a Jail Work Crew to assist with outdoor clean-up of their city park. This agreement defines the services provided by each party as well as the compensation for these services.

▪ **Funding Amount and Source**

This is revenue generating for Whatcom County and funding for these services comes from the City of Everson's budget.

▪ **Difference from Previous Contracts**

This Agreement is the same as last year with a maximum annual compensation to the county of \$1,700.00.


Please contact Laurie Reid at x6506 if you have any questions or concerns regarding this agreement.

Encl. (2)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office								
Division/Program: (i.e. Dept. Division and Program)	Corrections/Alternatives								
Contract or Grant Administrator:	Laurie Reid								
Contractor's / Agency Name:	City of Everson								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____									
Is this agreement excluded from E-Verify? No <input 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 type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</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 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<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.
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<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): \$ 1,700.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <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: Jail Work Crews assist with basic cleaning/debris pick-up and lawn maintenance in the City of Everson Park.									
Term of Contract: 10 months	Expiration Date: 12/31/20								

Contract Routing:	1. Prepared by: LR	Date: 11/20/20
	2. Attorney signoff: 	Date: 11.30.20
	3. AS Finance reviewed:	Date: _____
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

**INTERLOCAL AGREEMENT
For Work Crew Services
by and between
Whatcom County
and
The City of Everson**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Whatcom County and The City of Everson pursuant to the Washington Interlocal Cooperative Act, Chapter 39.34 RCW. Whatcom County and The City of Everson agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 - 2
Exhibit A (Scope of Work), pp. 3
Exhibit B (Compensation), pp. 4
Exhibit C (Standard Trailer Inventory), pp. 5

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

GENERAL CONDITIONS

I. PURPOSE: This Agreement between Whatcom County and The City of Everson is for the utilization of a Jail Work Crew for the purpose of assisting with basic cleaning/debris pickup and lawn maintenance in the city park. This agreement will define the services provided by each party as well as the compensation for these services.

II. PAYMENT: Whatcom County shall be paid in accordance with Exhibit B.

III. SERVICES: Whatcom County agrees to furnish a Jail Work Crew to the City of Everson for the purpose of basic cleaning/debris pickup and lawn maintenance in the city park as defined by Exhibit A.

IV. TERM AND TERMINATION: The term of this Agreement shall commence on the first day of March, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the thirty-first day of December 2021. Scheduled projects will not exceed a total of either 5 eight-hour days or 4 ten-hour days within this time period. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without consequence or liability against the County or WCSO, employees, officials, agents, or volunteers.

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

VI. FUNDS: Funds for the payment of services to be rendered under this Agreement will be provided by the City of Everson.

VII. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

VIII. LEGAL RELATIONSHIP: This Agreement does not create an employer-employee relationship between the City of Everson and Whatcom County or the City of Everson and any member of the County Jail Work Crew.

IX. MUTUAL INDEMNITY: 1. To the extent of its comparative liability, each party agrees to indemnify and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or

proven to be caused by an act or omission, neglect or otherwise, of its elected and appointed officials, employees, agents or volunteers.

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

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

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

X. RECORDING: Whatcom County shall promptly record this Agreement with the Auditor's Office in accordance with Chapter RCW 39.34.

XI. RESPONSIBLE PERSONS: The persons responsible for administration of this Agreement shall be the Whatcom County Sheriff and the City of Everson Parks and Recreation Director.

XII NOTICES: All notices required to be given under this Agreement shall be given in person, or by mail, delivered to the following addresses:

City of Everson
Parks and Recreation
Attention: Dave Schoonover
PO Box 315
Everson, WA 98247

Whatcom County
Sheriff's Office
Attention: Bill Elfo
311 Grand Ave.
Bellingham, WA 98225

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EXHIBIT A
(SCOPE OF WORK)

A. The County Shall perform services as follows:

1. Provide one offender work crew averaging four (4) persons, plus a staff crew chief to direct and monitor the work of basic cleaning/debris pickup and lawn maintenance in the city park. Safety will be a primary concern and may be cause to refuse or terminate activities.
2. Provide transportation of crew members, staff and tools for this assigned project, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation. Exhibit C.
3. Provide Worker's Compensation insurance coverage for the work crew members to the full extent required by law.

B. The City of Everson shall perform services as follows:

1. Provide the schedule of projects to be completed by the work crew.
2. Provide the list of duties, location, and priorities of the job to be completed.
3. Provide technical, staff and equipment support and direction on the project.
4. Using best practices provide specialized tools and supplies or conduct the duties necessary to complete tasks the Jail Work Crew cannot accomplish with tools standard to the work crew vehicle listed in Exhibit C.
5. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary.

EXHIBIT B
(COMPENSATION)

1. The Whatcom County Sheriff's Office will be compensated at the rate of \$340 per 8-hour day or \$425.00 per 10-hour day per offender work crew provided by it to the City of Everson. Scheduled projects will not exceed five 8-hour days or 4 four 10-hour days. The contract compensation will not exceed \$1,700.00.
2. The Whatcom County Sheriff's Office will invoice the City of Everson with supporting documentation, specifying the dates offender crews were provided.
3. The City of Everson will compensate the Whatcom County Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

EXHIBIT C
(STANDARD TRAILER INVENTORY)

TOOLS	STANDARD INVENTORY
VAN:	
First Aid Kit	1
Eye Wash Station plus refill	1
Traffic Cones	6
CREW LEADER:	
First Aid Kit (trail pack type)	1
Phone	1
TRAILER:	
5 Gallon Water Container w/cup holder	1
5 Gallon Gas Can	1
1 Gallon Gas Can	2
Pry Bar	2
Pulaski Axes	7
Wheelbarrows (w/hard tires)	2
Push Broom (road)	1
15" Hand Weeders	7
Anvil Pruners	7
Bow Saw (21")	1
Pitchfork D handle	3
Garden Rakes	2
Leaf Rakes	4
Shovels, Flat	4
Shovels, Round	7
Shovels, Grain	2
Sledge Hammer	2
Weed Eaters	5
Hard Hat w/face shield and ear	7
Rain Gear	7
Safety Vests	8
Boots (safety toe)	8
Gloves	14
Ear Plugs (box 200)	1
Safety Glasses	7

EXECUTED this _____ day of _____, 20 ____ for WHATCOM COUNTY by:

Recommend for Approval:

wp  11/24/20
Bill Elfo, Sheriff Date

Approved as to form:

Approved via email BW | UL 11.30.20
Brandon Waldron, Prosecuting Attorney Date

Approved:

By: _____
Satpal Sidhu, Whatcom County Executive Date

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 _____.

EXECUTED this 22 day of Dec., 20 20 for the CITY OF EVERSON by:

Approved as to form:

[Signature]
City Attorney

12/28/20
Date

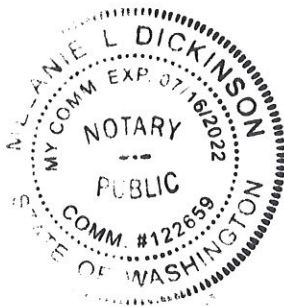
Approved:

[Signature]
Mayor

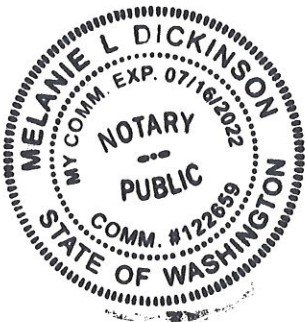
12/22/20
Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 22 day of December, 2020, before me personally appeared John Perry, to me known to be the MAYOR of the City of Everson who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Lynden, WA. My commission expires
07/16/2022.





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-048

File ID:	AB2021-048	Version:	1	Status:	Agenda Ready
File Created:	01/07/2021	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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 \$177,725.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Contract

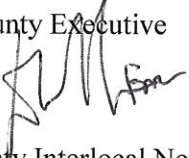
WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff 
RE: 2021 Skagit County Interlocal Northwest Minichain Agreement
DATE: December 3, 2020

Enclosed are two (2) originals of the 2021 Interlocal Cooperative Agreement for Mini-Chain Services between Whatcom County and Skagit County for your review and signature.

▪ **Background and Purpose**

Whatcom County runs the northern leg of the Northwest Shuttle Transport System down the I-5 corridor. This system, part of an informal statewide relay system that began in 1970 to move offenders who were wanted in one county but who had been arrested in another, allows us to generate revenues to help off-set the costs of moving these offenders. Prior to the creation of the Shuttle system, the individual Counties were responsible for retrieving offenders throughout the State who were wanted in their County. This meant that deputies from multiple agencies were traveling to other jurisdictions, sometimes on a daily basis.

As part of the overall shuttle, approximately 15 years ago Whatcom County began contracting with the Counties north of Seattle, and some smaller cities, to move their offenders to and from a central hub. In 2011, Snohomish County decided to discontinue contracting with us, leading us to some changes in the way the northern leg was operated. We continue to contract with Oak Harbor, Skagit County, Island County, and Marysville and receive in-kind support from Snohomish County. This agreement allows for Skagit County to pay for inmates being transported for their agency.

▪ **Funding Amount and Source**

This revenue is paid to Whatcom County for services rendered. It is based on Skagit County's estimated percentage of the total County cost of running this system. This year's contract with Skagit County will be a total of \$177,725.00.

▪ **Differences from Previous Contract**


This is an increase of \$24,314.00 from last year.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Mini Chain/Jail Transport
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	Skagit County
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 177,725.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: Whatcom County provides transportation services along the I-5 corridor for Skagit County.	
Term of Contract: 1 year	Expiration Date: 12/31/2021

Contract Routing:	1. Prepared by: LR	Date: 12/03/20
	2. Attorney signoff: 	Date: 12.7.20
	3. AS Finance reviewed:	Date: _____
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH SKAGIT COUNTY**

THIS AGREEMENT is made and entered into by and between Skagit County, Washington ("Skagit County") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this agreement is to provide transportation services of prisoners for Skagit County for a period beginning on the First day of January, 2021 and ending on the Thirty-first day of December, 2021. Skagit County and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, Skagit County has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

Skagit County acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

Provide inmate transportation services via the Northwest Mini-Chain for Skagit County with at least one (1) trip per weekday, the time of which shall be mutually agreeable to Whatcom County and Skagit County, as follows:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- c) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2021 through December 31, 2021, regardless of date of signature.

The terms of this Agreement shall be subject to review and revision in November of 2021 for renewal in January 2022.

4. MANNER OF FINANCING:

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate Skagit County in

excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the Skagit County budget.

Whatcom County shall provide Skagit County with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by Skagit County of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$177,725.00

Quarterly Invoices:

March 31, 2021	\$44,431.25
June 30, 2021	\$44,431.25
September 30, 2021	\$44,431.25
December 31, 2021	\$44,431.25

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be County Executive Satpal Sidhu and Sheriff Bill Elfo
- 5.2 Skagit County's representative shall be Sheriff Don McDermott

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

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

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

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

SURVIVAL OF INDEMNITY OBLIGATIONS: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. 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. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

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

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American

Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

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DATED this 21 day of December, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Ron Wesen, Chair



Kenneth A. Dahlstedt, Commissioner



Lisa Janicki, Commissioner

Attest:



Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:



Department Head

County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 12/10/2020

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-055

File ID:	AB2021-055	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Spiralfx Interactive LLC for Electronic Medical Records in the amount of \$19,200.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

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

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff *Bill Elfo*
RE: Contract for Electronic Medical Records
DATE: December 11, 2020

Enclosed are two originals of a contract between Whatcom County and SpiralFx Interactive, LLC for your review and signature.

▪ **Background and Purpose**

SpiralFx Interactive, LLC was awarded the bid for Electronic Medical Records (EMR) via the RFP process. The selection committee was made up of corrections staff, health care providers and a representative from the County's IT Department. This software system will allow the Jail to transition from paper charts to a computer-based system and will result in significant efficiencies in the Jail Health Program; it will allow us to achieve the legal standard of care in our community. The EMR system will provide important medical information to the Jail's health care staff; it includes a series of alerts for individuals with acute health problems and has the ability to interface with other EMR systems, making sure this information is shared with appropriate providers. Funding for this project was approved as part of the 2021-2022 budget process.

▪ **Funding Amount and Source**

Funding will come from the 2021 Corrections Bureau budget at \$1,600 per month for a maximum annual compensation of \$19,200.00. After 36 months the monthly fee will be reduced to \$1,000.00 per month.

▪ **Differences from Previous Contract**

This is a new Contract.

Please contact Wendy Jones x6505 if you have any questions or concerns regarding this agreement.

Encl. (2)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff								
Division/Program: (i.e. Dept. Division and Program)	Corrections/In Custody								
Contract or Grant Administrator:	Wendy Jones								
Contractor's / Agency Name:	SpiralFx Interactive, LLC								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>									
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>19-73</u> Contract Cost Center: <u>118160</u>									
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"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</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 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
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<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.								
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>19,200.00 first year</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <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:									
SpiralFx Interactive, LLC will provide an electronic medical records system for use by the jail's medical professionals. The cost per month will be \$1,600.00 and after 36 months will lower to \$1,000.00 per month.									
Term of Contract: Month to month	Expiration Date: N/A								

Contract Routing:	1. Prepared by: <u>LR</u>	Date: <u>12/11/20</u>
	2. Attorney signoff: _____	Date: <u>12/14/2020</u>
	3. AS Finance reviewed: _____	Date: <u>12/18/2020</u>
	4. IT reviewed (if IT related): <u>PR "electronic OK"</u>	Date: <u>1.11.2021</u>
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

SPIRALFX INTERACTIVE, LLC
MASTER AGREEMENT FOR SOFTWARE AND SERVICES

This master agreement is made this 1st day of January, 2021 by and between SpiralFX Interactive, LLC, a Mississippi limited liability company at 1091 Lake Village Circle, Suite A, Brandon, MS 39047 ("SpiralFX"), to provide software and services as a subcontractor to Whatcom County Sheriff's Office located at 311 Grand Ave, Bellingham WA 98225 ("CLIENT").

1. This document, and any future change order or amendment mutually executed from time to time, collectively constitute the "Master Agreement".
2. This document incorporates by reference the proposal submitted by SpiralFX in response to CLIENT's public request for proposals #19-73, "Electronic Health Records for the Jail" ("Proposal"), and attaches Appendix A, HIPAA Business Associate Agreement.
3. SpiralFX licenses to CLIENT the HealthSecure EMR electronic medical records system ("Software") for use.
4. SpiralFX is acting as an independent contractor.
5. SpiralFX shall retain ownership of the Software.
6. SpiralFX agrees to install, configure and prepare the software for CLIENT and train CLIENT staff in the proper use of the software, at no additional cost.
7. SpiralFX will provide a copy of its written plan addressing all "Technical Requirements and Safeguards", including the "Required" and "Addressable" standards below, pursuant to § 164.306 (a) and (b) of the Health Insurance Portability and Accountability Act (HIPAA):
 - a. Unique User Identification
 - b. Emergency Access
 - c. Automatic Logoff
 - d. Encryption and Decryption
 - e. Audit Controls
 - f. ePHI Integrity
 - g. Authentication
 - h. Transmission Security
8. SpiralFX agrees to license, maintain, and support the Software for CLIENT.
9. CLIENT elects the "Hosting" option per section 2.5.2(II) of Proposal, and agrees to pay SpiralFX fees as follows:
 - a. \$1600 per month for first 36 months
 - b. \$1000 per month after first 36 months
 - i. If CLIENT average daily population exceeds 400, this monthly fee will be revised to \$3.00 per inmate per month.
 - c. First payment due at system launch, with first month's payment prorated by actual number of days
 - d. The term for this contract is month to month, until terminated by one of the parties.
10. Change order charges
 - a. Change orders are defined as CLIENT requests to modify the HealthSecure software
 - b. SpiralFX will determine in its sole judgement whether a Change order is to billable, and if so, for how much
 - c. Billable charges will first be submitted for CLIENT for pre-approval before any work is performed
 - d. Change orders considered to be minor, defined as less than 8 programmer-hours, will be performed at no charge regardless, up to a total of 96 programmer-hours over the first year.
11. CLIENT may terminate this agreement at any time, and for any reason, by notifying SpiralFX in writing and providing a date of termination that is at least 30 days from the date of notification. If this happens:
 - a. SpiralFX will continue all scheduled activities through the date of termination.
 - b. CLIENT will remain obligated to pay any unpaid, approved invoices that have already been submitted.
 - c. SpiralFX will return to CLIENT any unused portion of the monthly payment, on a daily pro-rated basis from the date of termination to the end of the payment period.
 - d. SpiralFX agrees that all data entered by CLIENT is owned by CLIENT. Within 20 business days from the date of termination, SpiralFX will provide to CLIENT a full archival copy of inmate/patient medical charts (forms, notes, medication orders, non-medication orders, lab results and radiology results), both current and historical, in electronic format.
12. SpiralFX may terminate this agreement notifying CLIENT in writing and providing a date of termination that is at least 90 days from the date of notification. If this happens:
 - a. SpiralFX will continue all scheduled activities through the date of termination.

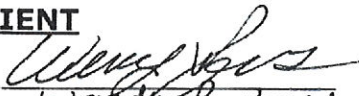
HEALTHSECURE EMR

CORRECTIONAL MEDICAL MANAGEMENT SOFTWARE


- b. CLIENT will remain obligated to pay any unpaid, approved invoices that have already been submitted.
 - c. SpiralFX will return to CLIENT any unused portion of the monthly payment, on a daily pro-rated basis from the date of termination to the end of the payment period.
 - d. SpiralFX agrees that all data entered by CLIENT is owned by CLIENT. Within 20 business days from the date of termination, SpiralFX will provide to CLIENT a full archival copy of inmate/patient medical charts (forms, notes, medication orders, non-medication orders, lab results and radiology results), both current and historical, in electronic format.
13. If CLIENT has selected a "Hosting" payment option:
- a. SpiralFX will provide CLIENT with web browser-based access to the Software via SSL-secured Internet access from computers that are connected to the Internet.
 - b. SpiralFX will ensure that all CLIENT data is backed up daily.
 - c. SpiralFX will maintain and periodically review its disaster recovery plan as described in its "Technical Requirements and Safeguards" HIPAA policy.
 - d. CLIENT must provide a network and adequately configured PC computers in which the Software can be reached at its facilities via an Internet connection.
 - e. CLIENT will be responsible for maintaining its network, PC computers for accessing the Software over the Internet, medical carts, barcode scanners and other equipment necessary for medical operations. SpiralFX will be responsible only for ensuring that the Software is available over the Internet and that CLIENT's data is protected and backed up.
 - f. CLIENT will install the Internet web browsers that are specified by SpiralFX in order to access the Software and will keep such browsers updated to the latest versions within one month of the web browser release.
14. From the time of contract signing to system launch, SpiralFX will perform all tasks described in the Proposal, including but not limited to:
- a. System configuration and customizations
 - b. CLIENT forms and reports development
 - c. Staff training sessions (by remote conference)
 - d. Final staff training and system launch (with SpiralFX personnel on-site for a minimum of two days)
15. SpiralFX will periodically or upon CLIENT request, update CLIENT's software to its latest version at no charge.
16. SpiralFX will offer the same, full version of HealthSecure EMR to CLIENT as it offers to all its other clients. There will be no separate modules or special features requiring additional charges from CLIENT.
17. System will electronically interface with CLIENT Jail Management System (JMS) and Pharmacy systems.
18. SpiralFX will hold and store for term of contract all patient information that CLIENT enters into HealthSecure EMR, with unlimited storage at no additional cost to CLIENT.
19. An unlimited number of CLIENT users will be provided. There will be no per-seat or per-user charges or licenses.
20. Forms and reports:
- a. Forms and reports currently used by the CLIENT in form of paper will be transitioned into equivalent electronic screens in the software.
 - b. Additional forms and reports required by CLIENT for a period of one year following system launch will be developed at no charge.
21. SpiralFX will provide HealthSecure EMR administrative control panel administration at no charge, except for routine user account maintenance. CLIENT is responsible for user account maintenance and password maintenance.
22. SpiralFX will not be responsible for costs, if any, charged by third parties such as CLIENT's other vendors.
23. CLIENT will provide a single point of contact for communication with SpiralFX.
24. CLIENT will provide a single point of contact for payment approvals.
25. This is the entire agreement between SpiralFX and CLIENT. It cannot be changed or added to except in a later, written agreement signed by both parties.
26. Neither party is relying on anything said by other party beyond what is written in this Master Agreement.
27. This contract will be governed by the laws of the State of Washington.

AGREED TO BY AND BETWEEN:

CLIENT

By: 
Name: Wendy R. Jones
Title: Chief Corrections Deputy
Date: 12/11/20

SPIRALFX INTERACTIVE, LLC

By: 
Name: Andrew V. Royappa
Title: Managing Director
Date: 12/28/2020

APPENDIX A: HIPAA Business Associate Agreement

THIS AGREEMENT is entered into by and between Whatcom County Sheriff's Office located at 311 Grand Ave, Bellingham WA 98225 ("Covered Entity") and **SpiralFX Interactive LLC**. ("Business Associate") effective January 1, 2021 (the "Effective Date"), pursuant to the MASTER AGREEMENT FOR SOFTWARE AND SERVICES executed between the parties.

WHEREAS, Business Associate is a business associate of Covered Entity as defined in the privacy and security of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain PHI for the purpose of providing software services; and

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain PHI that can be used or disclosed only in accordance with this Agreement (the "Agreement") and the HHS Privacy and Security Regulations and the HITECH Act, as defined below.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1.1. "HHS Privacy Regulations" or "Privacy Rule" shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Parts 160 and 164 concerning the privacy of individually identifiable health information, as amended.

1.2. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, contained within Subtitle D of the American Recovery and Reinvestment Act of 2009, as amended, including any regulations promulgated thereunder.

1.3. "Individual" shall mean the person who is the subject of the PHI, and has the same meaning as the term "individual" as defined by 45 C.F.R. 160.103.

1.4. "PHI" shall mean any "health information" provided and/or made available by Covered Entity to Business Associate, including but not limited to Electronic PHI, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.

1.5. "Parties" shall mean Business Associate and Covered Entity.

1.6. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

1.7. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operators in an information system.

1.8. "Security Regulations" or "Security Rule" shall mean the Health Insurance Reform Security Standards at 45 C.F.R. parts 160, 162 and 164, as amended.

1.9. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

2. **Term.** The term of this Agreement shall commence as of the Effective Date and, unless terminated earlier as set forth herein, shall expire on the date Business Associate certifies in writing that all of the PHI provided by Covered Entity to Business Associate, or that was created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity pursuant to this Agreement or, if mutually agreed upon that it is infeasible to return or destroy the PHI, Business Associate agrees to extend the protections of this Agreement for as long as

necessary to protect the PHI and to limit any further use or disclosure to those purposes that make return or destruction infeasible.

3. Remuneration. Neither Party shall directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity obtained a fully-executed HIPAA-compliant authorization from that Individual, or unless receipt of such remuneration is specifically permitted by HIPAA and the HITECH Act.

4. Stated Purposes for Which Business Associate May Use or Disclose PHI.

Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI as necessary to perform the services described above for the Covered Entity, if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by Covered Entity.

If necessary, Business Associate may also use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may also disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, but only if the disclosure is required by law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Business Associate Obligations.

5.1. Limits on Further Use and Disclosure. Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law.

5.2. Appropriate Safeguards. Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of the PHI, other than as provided for by this Agreement or by law. In addition, Business Associate agrees to implement, in compliance with the Security Rule, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Business Associate creates, maintains or transmits on behalf of Covered Entity, and to comply with all other provisions of the Security Rule specifically applicable to Business Associate.

5.3. Reports of Security Incidents and Breaches of Information.

5.3.1. Security Incidents. Business Associate hereby agrees that it shall report to Covered Entity, within five (5) business days of discovery, any Security Incident that Business Associate becomes aware of and any use or disclosure of PHI not provided for or allowed by the Agreement.

5.3.2. Breach of Information. Business Associate agrees that it shall report to Covered Entity any breach of Unsecured PHI within five (5) business days of discovering same. A breach shall be treated as discovered as of the first day on which such breach is known to or reasonably should have been known by the Business Associate. Such report shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The report shall also include (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security Number, date of birth, home address, account number, or disability code); and (c) any other available information that the Covered Entity is required to include in a notification to an Individual under 45 C.F.R. 164.404(c), or as reasonably requested by Covered Entity.

5.3.3 Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate.

If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Business Associate's subcontractors or agents in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

5.4. Subcontractors. Business Associate hereby agrees to ensure that any subcontractors that create, receive, maintain or transmit Covered Entity's PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including Electronic PHI. Business Associate shall ensure same by entering into a written agreement with such subcontractors that contains the same terms, conditions and restrictions on the use and disclosure of PHI, including Electronic PHI, as contained in this Agreement.

5.5. Right of Access to PHI. Within ten (10) days of a request by Covered Entity, Business Associate agrees to make available to Covered Entity PHI necessary for Covered Entity to respond to an Individual's request for access to PHI about them in the event the PHI in Business Associate's possession constitutes a Designated Record Set as defined in the Privacy Rule. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. If the Covered Entity or Individual request PHI that is maintained electronically by Business Associate in one or more Designated Record Sets, then Business Associate shall provide Covered Entity the information for the Individual in the electronic form and format requested by the Individual if it is readily producible in such form and format. If it is not readily producible, Business Associate shall provide Covered Entity the PHI in an electronic form and format as agreed to by the Covered Entity and the Individual.

5.6. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity, Business Associate agrees to make PHI available to Covered Entity for amendment and to incorporate any amendments to PHI in accordance with the Privacy Rule. In the event any Individual requests amendment of PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of requests for amendments of PHI shall be the responsibility of Covered Entity.

5.7. Provide Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. 164.528 and in accordance with the HITECH Act. Further, Business Associate agrees, within ten (10) days of receiving a written request from Covered Entity, to make available to the Covered Entity the information required for the Covered Entity

to provide an accounting of disclosures of PHI as required by the Privacy Rule. In the event any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to respond to any Individual submitting such request.

5.8. Access to Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, and its policies and procedures and documentation relating to safeguards to protect Electronic PHI available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy and Security Regulations.

5.9. Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any harmful effect that is known to Business Associate from the use or disclosure of PHI in a manner contrary to this Agreement or the HHS Privacy and Security Regulations.

5.10. Application of Privacy Rule to Business Associate. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, then Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

5.11. Data Aggregation Services. Business Associate is permitted to provide data aggregation services relating to the health care operations of Covered Entity.

6. Property Rights. Business Associate acknowledges that the PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

7. Covered Entity Obligations

7.1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with Covered Entity's notice of privacy practices for PHI, and notice of any changes thereafter.

7.2. Revocations or Permissions by Individuals. Covered Entity shall notify Business Associate of any changes in the revocation or permission by Individuals to use or disclose their PHI, if such changes affect Business Associate's permitted or required uses or disclosures.

7.3. Other Restrictions. Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of PHI the Covered Entity has agreed to under 45 C.F.R. 164.522, if such restrictions affect Business Associate's permitted or required uses or disclosures.

8. **Termination.** Either Party has the right to immediately terminate this Agreement and seek relief as provided for herein or allowed by law if it determines that the other Party has violated a material term of this Agreement.

8.1. Termination by Covered Entity. Upon Covered Entity's knowledge of a breach of this Agreement by Business Associate, Covered Entity may grant to Business Associate ten (10) business days to cure the breach and if Business Associate does not cure the breach within said ten (10) business days to Covered Entity's satisfaction, then Covered Entity may immediately terminate this Agreement and pursue such other remedies as set forth herein or allowed by law.

8.2. Termination by Business Associate. Upon Business Associate's knowledge of a breach of this Agreement by Covered Entity, Business Associate may grant to Covered Entity ten (10) business days to cure the breach and if Covered Entity does not cure the breach within said ten (10) business days to Business Associate's satisfaction, then Business Associate may immediately terminate this Agreement and pursue such other remedies as set forth herein or allowed by law.

9. General Provisions

9.1. Severability. In the event that any provision of this Agreement is held to be illegal or unenforceable, such provision shall be deemed severed from this Agreement and shall not affect the legality or enforceability of the remaining provisions of this Agreement unless either Party is unable to perform without such provision or unless such omission would be destructive of the intent of the Parties.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington.

9.3. Amendments. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both Parties.

9.4. Assignability. Neither Party may assign its rights or obligations under this Agreement except with the prior written consent of the other Party.

9.5. No Third Party Rights. This Agreement is intended solely for the benefit of Covered Entity and Business Associate and it shall not be construed to create any benefits for or rights in any other person or entity.

9.6. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH ACT or any other state or federal law means the section as in effect or as amended.

9.7. Independent Contractors. The Parties agree that each is an independent contractor of the other, and not an agent of the other for any purpose.

WHATCOM COUNTY:

Recommended for Approval:

up Bill Elfo 12-22-2020
Bill Elfo, Sheriff Date

Approved as to form:

B.W. 12/14/2020
Brandon Waldron, 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 _____.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-060

File ID:	AB2021-060	Version:	1	Status:	Agenda Ready
File Created:	01/12/2021	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/26/2021	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 Wilson Engineering LLC to provide on-call professional land surveying services for 2021 in the amount not to exceed \$100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This is a task order based contract that will likely be utilized by multiple Public Works Divisions (Design/Construction, Bridge and Hydraulics, Stormwater, River and Flood, etc.). As such, multiple funding sources will be utilized during work under this contract

HISTORY OF LEGISLATIVE FILE

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

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and
The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: January 11, 2021

Subject: **Local Agency Standard Consultant Agreement
For 2021 Professional Land Surveying Services**

Enclosed for your review and signature are two (2) originals of a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement between Whatcom County and Wilson Engineering LLC

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with Wilson Engineering LLC to provide on-call professional land surveying services for 2021 in the amount Not-to-Exceed \$100,000.

Background and Purpose

Whatcom County Public Works, at times, requires additional professional land surveying services due to the following: workload capacity; work outside our expertise; and independent opinions. This contract will provide for these professional land surveying services.

Six (6) surveying firms responded to a Request for Qualifications (RFQ #20-66). After interviews by a selection panel, Wilson Engineering was deemed the most qualified consultant for the work.

Funding Amount and Source

The not-to-exceed amount for this contract is \$100,000. This is a task order based contract that will likely be utilized by multiple Public Works Divisions (Design/Construction, Bridge and Hydraulics, Stormwater, River and Flood, etc.). As such, multiple funding sources will be utilized during work under this contract.

Please contact Jesse Allen at extension 6311, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James P. Karcher, PE, County Engineer
Contractor's / Agency Name:	Wilson Engineering LLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): 20-66 Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 100,000.00 This Amendment Amount: \$ N/A Total Amended Amount: \$ 100,000.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : <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: Whatcom County Public Works, at times, requires additional professional land surveying services due to the following: workload capacity, work outside our expertise and independent opinions. This contract will provide for these professional land surveying services.	
Term of Contract: Not to Exceed _____ Expiration Date: December 31, 2021	

Contract Routing:	1. Prepared by: J. Allen	Date: 1/6/2021
	2. Attorney signoff: Christopher Quinn	Date: 1/11/2021
	3. AS Finance reviewed: M Caldwell	Date: 1/11/2021
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: Wilson - Tom Brewster	Date: 1/11/2021
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's): Wilson Engineering LLC		
Address 805 DuPont Street, Bellingham WA, 98225	Federal Aid Number N/A	
UBI Number 602-028-073	Federal TIN 91-2032316	
Execution Date	Completion Date 12-31-2021	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title On-Call Professional Land Surveying Services for 2021		
Description of Work The work will be Land Surveying services pursuant to a number of Whatcom County projects and involves generating specific survey deliverables, at an agreed amount, until the contract maximum value is reached. See Exhibit A for Scope of Work.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$100,000.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

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

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

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

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

If to AGENCY:

Name: Jesse Allen PLS
Agency: Whatcom County Public Works
Address: 322 N. Commercial St. Suite 301
City: Bellingham State: WA Zip: 98225
Email: jjallen@co.whatcom.wa.us
Phone: 360-778-6311
Facsimile: 360-7786211

If to CONSULTANT:

Name: Tom Brewster PLS
Agency: Wilson Engineering LLC
Address: 805 Dupont Street St. Suite 7
City: Bellingham State: WA Zip: 98225
Email: tbrewster@wilsonengineering.com
Phone: 360-733-6100 ext 231
Facsimile: 360-733-6100

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Jesse Allen PLS

Agency: Whatcom County Public Works

Address: 322 N. Commercial St., Suite 301

City: Bellingham State: WA Zip: 98225

Email: jjallen@co.whatcom.wa.us

Phone: 360-778-6311

Facsimile: 360-778-6211

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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


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

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

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

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

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



Signature

01/11/2021

Date

(see attached Whatcom County Signature sheet)

Signature

Date

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

Exhibit A
Scope of Work

Project No.

(see attached exhibits A & A1)

Exhibit A

(Scope of Work)

Professional Land Surveying Services

1. The contractor shall work on an "as Requested" basis only, as determined by the Agency.
2. Prior to mutual acceptance of a formal task assignment, as described in Exhibit A-1, "Formal Task Assignment Document" attached, the Contractor will prepare a written itemized cost estimate for the requested services.
3. The Contractor agrees to furnish the services of a licensed professional land surveyor and appropriate technical support/survey field personnel to provide land surveying services for the Agency as defined by the Task Assignment Scope of Services document and attachments. Such services may entail any of the following tasks:
 - a. Performing boundary and cadastral surveys, including historic boundary research and analysis as necessary;
 - b. Setting new property corners at new right-of-way (R/W) boundaries between the Agency and private property and generating the corresponding record of survey (ROS) or other approved documentation;
 - c. Recovering and/or establishing survey control;
 - d. Resetting or recovering lost or destroyed section monuments and generating a corresponding ROS or other approved documentation;
 - e. Conducting bathymetric surveys of rivers and streams;
 - f. Providing professional opinion on boundary issues involving government lots, encroachments, reservation lands, monumentation, and boundary lines between adjacent private property owners, as it relates to Whatcom County R/W;
 - g. Coordination with the Agency staff to facilitate smooth exchange of data and resolve inconsistencies as necessary;
 - h. Providing R/W staking support;
 - i. Providing construction surveying support;
 - j. Writing and/or reviewing legal descriptions;
 - k. Topographic survey efforts and CAD basemap creation;
 - l. Providing deliverables including, but not limited to, the following: Legal descriptions, ASCII files of survey points, diagrams, survey drawings, and elevations.

Administration:

1. Contractor shall utilize a reporting system that will track the contract budget by providing both project amount expended to date and overall contract amount expended to date with detail by task assignment.
2. Every quarter (3 months), Contractor will provide the Agency with an update on the contract dollar amount expended to date. The update shall summarize each invoice number, date, and amount. This information should be emailed to the Agency. Contractor shall reference the Whatcom County Contract No. (WCC#) on all correspondence related to this contract. The Agency may relax this requirement if Contractor's reporting system shows this to be a redundant method.
3. Services provided must be listed on invoices using the exact description/classification, as they appear on the Contractor's Fee Schedule for the various personnel involved.
4. Invoices shall be segregated by project CRP Number or task number if there is no CRP Number related to the task.

Insurance:

The contractor shall carry, for the duration of this Contract, general liability and property damage insurance. The insurance shall be primary, non-contributory, and shall waive all rights of subrogation. The insurance shall identify the Agency as an additional insured. (See WSDOT requirements - page 10 of 14 - Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Agreement)

Deliverables:

1. Copies of field notes in PDF format
2. PDF copies of all researched maps or hard copies in 11"x17"
3. Any pictures taken onsite
4. Text files containing all survey points & descriptor code list
5. Civil 3D drawing(s) depicting all project data
6. PDF copy of signed map deliverables

Exhibit A-1

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of _____ shall be in full force and effect for this Agreement Task Assignment

Location of Project: _____

Project Title: Professional Land Surveying Services for 2021

Maximum Amount Payable per Task Assignment: _____

Completion Date: _____

Description of Work:
(See attached letter from Agency)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Date: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B

DBE Participation Plan

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

(see attached Exhibit A)

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

(see attached Exhibit A)

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

Subject to full review by Whatcom County

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

(see attached Exhibit A)

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

(see attached Exhibit A)

II. Any Other Electronic Files to Be Provided

(see attached Exhibit A)

III. Methods to Electronically Exchange Data

(see attached exhibit A)

A. Agency Software Suite

(see attached exhibit A)

B. Electronic Messaging System

N/A

C. File Transfers Format

(see attached Exhibit A)

Exhibit D

Prime Consultant Cost Computations

see attached:

ANTE Table

Acceptance ICR-Risk Assessment Review

Certification of Final Indirect Costs

WSDOT - On-Call Land Survey Services
Required to Complete A&E Projects
Contract No.:2021-2022 WC On-Call

Position Classification	Direct Salary Rate	ICR	Profit	Max Rate Per Hour
	2021	140.21%	26.05%	
Sr. Principal PLS	\$55.28	\$77.51	\$14.40	\$147.19
Sr. Project PLS	\$46.49	\$65.18	\$12.11	\$123.78
SR. Survey Computations Tech (LSIT)	\$34.00	\$47.67	\$8.86	\$90.53
Survey RW Comp. Tech	\$32.85	\$46.06	\$8.56	\$87.47
Field Survey Crew Chief	\$32.00	\$44.87	\$8.34	\$85.20
Field Survey Crew Member	\$30.00	\$42.06	\$7.82	\$79.88
Sr.PLS/ Hydrographer	\$55.28	\$77.51	\$14.40	\$147.19
Bathy Survey Crew Member	\$40.00	\$56.08	\$10.42	\$106.50
Terrestrial (3D) Scanning Tech.	\$37.00	\$51.88	\$9.64	\$98.52
UAV/UAS Pilot	\$37.00	\$51.88	\$9.64	\$98.52
Sr.CAD Tech.		\$0.00	\$0.00	\$0.00
Office/ Clerical		\$0.00	\$0.00	\$0.00
Intern/Apprentice Field Surveyor	\$20.00	\$28.04	\$5.21	\$53.25
		\$0.00	\$0.00	\$0.00
Construction Site Surveyor*	\$73.49	\$103.04	\$19.14	\$195.67
Assistant Construction Site Surveyor*	\$72.28	\$101.34	\$18.83	\$192.45
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

OH used is from (enter FYE from letter)_ ICR

*Per current WA State Prevailing Wage table for Whatcom County



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

December 15, 2020

Wilson Engineering, LLC
805 Dupont Street, Suite 7
Bellingham, WA 98225

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Andy Law:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 140.21%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Certification of Final Indirect Costs

Firm Name: Wilson Engineering, LLC

Indirect Cost Rate Proposal: 140.21%

Date of Proposal Preparation (mm/dd/yyyy): 12/04/2020


Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2019 to 12/31/2019

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Andrew Law

Title: President

Date of Certification (mm/dd/yyyy): 12/04/2020

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:

<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

Exhibit E

Sub-consultant Cost Computations

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

Exhibit F

Title VI Assurances

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

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

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

Exhibit G

Certification Document

Exhibit G-1(a) Certification of Consultant

~~Exhibit G-1(b) Certification of _____~~

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

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

Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Wilson Engineering

whose address is

805 Dupont Street, Suite 7, Bellingham WA 98225

and that neither the above firm nor I have

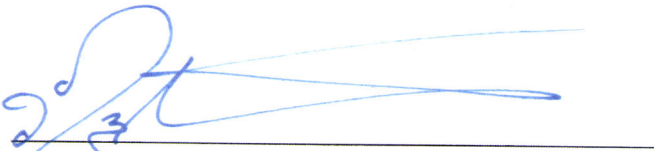
- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining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

I acknowledge that this certificate is to be furnished to the _____ County of Whatcom

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

Wilson Engineering

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-11-2021

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐☐

Other

of the _____, and _____

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

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

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

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

Signature

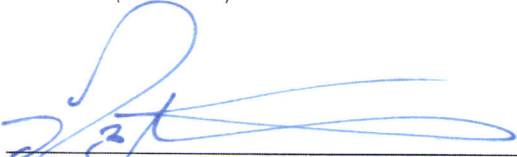
Date

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

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

Wilson Engineering, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-11-2021

Date

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

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

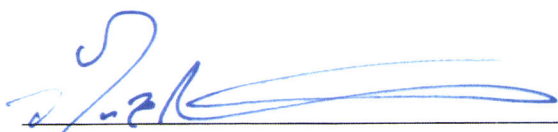
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

Wilson Engineering, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-11-2021

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of On-Call Professional Land Surveying Services for 2021 * are accurate, complete, and current as of 1/11/2021 **.

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

Firm: Wilson Engineering, LLC



Signature

Survey Mgr / Principal

Title

Date of Execution N/A

***.

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2021

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

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

PRODUCER	CONTACT NAME: Rita Larsen
Rice Insurance LLC	PHONE (A/C, No, Ext): (360) 734-1161 FAX (A/C, No): (360) 734-1173
1400 Broadway	E-MAIL ADDRESS: rita@riceinsurance.com
P.O. Box 639	
Bellingham WA 98227	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Hartford NAIC # 29424
INSURED	INSURER B: Alaska National Insurance Co. 38733
Wilson Engineering LLC	INSURER C:
805 Dupont St Ste 7	INSURER D:
	INSURER E:
Bellingham WA 98225	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2031071688

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	52SBAAE2077	03/10/2020	03/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Unmanned Aircraft \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	52UECCD0116	03/10/2020	03/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	52SBAAE2077	03/10/2020	03/10/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52SBAAE2077(WA Stop Gap)	03/10/2020	03/10/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	USL&H			20AWU08617	01/13/2020	01/13/2021	Each Accident Limit 100,000 Disease Policy Limit 500,000 Disease Each Employee 100,000

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

Project ID: 2021-005

Project Name: Whatcom County On-Call Surveying

Whatcom County is Additional Insured, Waiver of Subrogation and Primary Non Contributory and Completed Operations per attached forms SS00080405 and HA99160312.

CERTIFICATE HOLDER

CANCELLATION

Whatcom County 311 Grand Avenue 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
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured If Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

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- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or fromcomputer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 - 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 - 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
 - 12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2021

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

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

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 E-MAIL ADDRESS: jledbetter@hallandcompany.com FAX (A/C, No): 360-598-3703
INSURED Wilson Engineering LLC 805 Dupont Street, Suite 7 Bellingham WA 98225	INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19801

COVERAGES**CERTIFICATE NUMBER:** 467576224**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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 <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liab/Claims Made		121AE000418801	6/1/2020	6/1/2021	Per Claim Aggregate \$2,000,000 \$4,000,000

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

Project ID: 2021-005
Project Name: Whatcom County On-Call Surveying**CERTIFICATE HOLDER****CANCELLATION**Whatcom County
311 Grand Avenue
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

Matthew L. Copus



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-061

File ID:	AB2021-061	Version:	1	Status:	Agenda Ready
File Created:	01/12/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	01/26/2021	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 between Whatcom County and Bellingham Fire Department to add the budget for 2021 and 2022 to support two Community Paramedics for an additional \$709,610 and not to exceed a total of \$1,030,665

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and Bellingham Fire Department to add the budget for 2021 and 2022 that supports two Bellingham Community Paramedics for an additional \$709,610 and not to exceed a total of \$1,030,665

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Routing Form, Interlocal Amendment, Original Interlocal



MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Community Paramedic Interlocal
Date: January 5, 2021

Requested Action:

We are asking the Council to approve an amendment to an interlocal agreement between Whatcom County and Bellingham Fire Department (BFD) for the purposes of adding the budget amount for the remaining three years of the term as outlined in Exhibit A, Budget. The amendment also allows for both of the Bellingham Community Paramedics to be funded through the EMS Levy. *(On December 8, a contract amendment was brought forward that did not include the correct dollar amount. This is a corrected version of that amendment.)*

Background and Purpose:

Community Health programs are evolving with associated outreach programs that include the Ground Response and Coordinated Engagement (GRACE) team. The Bellingham Fire Department has operationalized a Community Paramedic/Health program over the last six years citing a significant reduction of the overuse of 911 by those enrolled in the program.

The original contract allowed for the cost recovery of one of the Bellingham Community Paramedics (CPMs). This amendment allows for Bellingham CPMs to be funded through the EMS Levy. The Bellingham model has expanded into the county with additional Community Paramedic's and Sheriff's Deputies supported by case workers from the GRACE Team which includes four case management specialists, a community health worker (CHW), a part-time Nurse Practitioner (ARNP), Program Manager and Administrative Assistants. The goal of the program is to direct patients to the right care at the right time in an effort to reduce frequent use of the 911 system for both EMS and Law Enforcement. In March, 2020 BFD requested and gained approval from the EMS Oversight Board to fund both Community Paramedics beginning in 2021. The BFD Community Paramedic commitment is programmed through the life of the current levy as outlined in the amendment and more specifically in Exhibit A, budget.

Funding Amount and Source:

The EMS Levy Fund as budgeted through 2021-2022 biennial budget.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201907039-1

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	EMS Administration
Contract or Grant Administrator:	M. Hilley, EMS Manager
Contractor's / Agency Name:	City of Bellingham/Fire Department
<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"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input 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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? 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 Cost Center: 130115 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____</p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input 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. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 321,055</p> <p>This Amendment Amount: \$ 709,610</p> <p>Total Amended Amount: \$ 1,030,665</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: The purpose of this amendment is to add the budget amount for the remainder of the term. The amendment also allows for the EMS Levy to cover both of the Bellingham Community Paramedics (CPM) as recommended by the EMS Oversight Board. The CPM program provides mobile integrated health services inclusive of all EMS/Fire Districts within Whatcom County.</p>	
Term of Contract: 3.5 years	Expiration Date: December 31, 2022

Contract Routing:	1. Prepared by: M. Hilley	Date: 12/18/2020
	2. Attorney signoff: C. Quinn	Date: 1/12/2021
	3. AS Finance reviewed: BBennett	Date: 1/8/21
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

Amendment No. 1
Whatcom County Interlocal Agreement No. 201907039
CONTRACT BETWEEN WHATCOM COUNTY AND
City of Bellingham

THIS AMENDMENT is to the Interlocal Agreement between Whatcom County and City of Bellingham, dated August 8, 2019 and designated "Whatcom County Contract No. 201907039". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment establishes the budget for the remaining term of the agreement and provides funding from the EMS levy for a Community Paramedic previously funded by the City. The EMS Levy will fund the cost of both Bellingham Paramedics through the term of this agreement as recommended by the Executive Oversight Board.

The amendment increases the contract by \$709,610 for the next two years as itemize in attached EXHIBIT A.

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

This Amendment takes effect: January 1, 2021, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and City of Bellingham have executed this Amendment on the date and year below written.

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

Seth Fleetwood, Mayor

Attest:

Andy Asbjornsen, Finance Director

Departmental Approval:

Bill Hewett, Department Head

Approved as to form:

Peter Ruffatto, City Attorney

Approved as to form:

Christopher Quinn per email 1/12/2021
Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

:

EXHIBIT 'A'
BUDGET

The Contract number shall be included on all billings or correspondence. The maximum consideration for this contract amendment is \$709,610 for the remaining years of the term. Annual amounts are listed below.

Allowable expenses include reimbursement for items listed below that can be directly linked to services. Bellingham Fire Department will submit invoices detailing allowable expenditures as outlined below. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Cost per CPM	2021	2022
Wages-CPM/Benefits Capt. \$180,000/yr. CPM \$157,000/yr. 3% increase each year	\$337,000	\$347,110
Vehicle Expenses	7,200	7,200
Fuel	4,250	4,500
Cell/Ipad/Iphone	1,150	1,200
Total	\$349,600	\$360,010

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Executive Office								
Division/Program: (i.e. Dept. Division and Program)	Emergency Management Services (EMS)								
Contract or Grant Administrator:	Mike Hilley, EMS Manager								
Contractor's / Agency Name:	Bellingham Fire Department								
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): _____ Contract Cost Center: 130115									
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input 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 checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<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).	
<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): \$ 321,055 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 purposes of this agreement is to provide for the implementation of a second Community Paramedic (CPM) that shall provide mobile integrated health services inclusive of all EMS/Fire Districts within Whatcom County.									
Term of Contract: August 1, 2019 Expiration Date: 12/31/2022									

Contract Routing:	1. Prepared by: twh/MH	Date: 07/19/19
	2. Attorney signoff: <i>KNF</i>	Date: 7/29/19
	3. AS Finance reviewed: bbennett	Date: 07/24/19
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

INTEROCAL AGREEMENT

Between
Whatcom County Emergency Medical Services/Whatcom County
And
And Bellingham Fire Department/City of Bellingham

The City of Bellingham, through the Bellingham Fire Department (hereinafter the "City"), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the "County"), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

I. Purpose

This agreement (hereinafter "Agreement") provides for the implementation of a second Community Paramedic (CPM) that shall provide Mobile Integrated Health (MIH) Services inclusive of all EMS/Fire Districts within Whatcom County. This is an expansion of the CPM program that currently exists within the City of Bellingham. This position is supported and funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy and the established budget and planned expenditures. This Agreement addresses the implementation of a second CPM position and is separate from any agreements regarding the services of the current EMS Captain serving as the Bellingham CPM.

II. Administration

1. The CPM shall be a City employee. It is understood that the City and the County shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement shall be construed to interfere with the employer/employee relationship or the functioning of the City or the County herein named. In compliance with applicable law and State Records guidelines, both parties will maintain documentation and records relevant to the program contemplated in this Agreement.
2. The parties recognize that Whatcom County Fire/EMS Agencies, the County and the City will play a role in the selection of cases and individual patients the second CPM serves.

III. Staffing and Responsibilities

1. The City shall provide one (1) experienced Paramedic to serve as CPM in a recurring one (1)-year position as part of the MIH Care Team for the County and the City.
 - a. An interview process shall take place prior to the completion of each one (1) year CPM appointment to select a successor CPM. The position may be held

- by the same individual for two (2) successive years in consideration of continuity of staffing within the CPM program.
- b. CPM Candidates shall be a City Paramedic with a minimum of five (5) years of experience in the field of Paramedicine
 - c. Appointments to the CPM position will be made from a ranked list generated from a formal application and interview process.
 - d. The interview panel shall consist of a minimum of three (3) members to a maximum of five (5) members.
 - e. A minimum of one (1) interview panel member will be supplied by a WCEMS Agency other than the City.
2. The position contemplated in this Agreement is a WCEMS Levy funded position that reports to the Bellingham Fire Department CPM Captain. The CPM shall work a 40-hour week in accordance with the Collective Bargaining Agreement (CBA) between the City of Bellingham and the Bellingham/Whatcom County Firefighters IAFF Local 106.
- a. The County, through allocation of funds from the county-wide EMS Levy, shall reimburse the City the CPM annual salary, benefits, and premiums as set forth by the IAFF Local 106 CBA.
 - b. The City shall pay any costs incurred by the CPM related to City emergency hire-backs, Bellingham Fire Department training, or elective overtime on operation-assigned units.
 - c. Both parties of the Agreement acknowledge that the CPM budget, as set forth in the Whatcom County EMS Levy, and further detailed in Exhibit "A", Budget, does not include allowances for overtime costs related to the duties of the CPM position.
 - d. The CPM will be supervised by the EMS Captain assigned to the CPM program. CPM scope of practice is defined by the Whatcom County Medical Program Director (MPD) and the Bellingham Fire Department Supervising Physician, as provided by RCW 18.71.200 -210 and shall be governed by the most current edition of the Whatcom County ALS Protocols as approved by the State of Washington Department of Health and the County MPD.
3. The CPM will be integrative with the GRACE Team which includes support from the Intensive Case Manager, Community Health Worker, Social and Substance Disorder Case Managers, GRACE Program Managers and WCEMS.
4. The CPM will assist with development of the MIH program in Whatcom County.
- a. The Community Paramedic will respond to WCEMS/Whatcom County Fire Departments' requests for service with patients that meet criteria for GRACE enrollment.

- b. The CPM shall act as liaison to county responders to provide training, outreach and community education for WCEMS/Whatcom County Fire Departments.
- c. The CPM, in cooperation with the GRACE program, will provide training and continuing education in the areas of community medicine, cultural and social awareness, determinates of health and principles of community health engagement.

IV. Vehicle and Equipment

1. The County shall reimburse the Department up to \$600 per month for fleet rental and maintenance of a safe vehicle in good working-condition for use by the CPM.
 - a. The CPM vehicle is intended to be a non-emergent response vehicle utilized for scheduled appointments with CPM or GRACE-enrolled patients. The County and the City recognize that in rare instances the CPM may be required or requested to respond in an "emergency-mode." As such the CPM vehicle will be equipped with radios, Computer Assisted Dispatch monitors, markings, lighting, and audible devices enabling an emergency response. All emergency response markings and signaling equipment shall meet or exceed WA State Department of Transportation standards for emergency response vehicles. The CPM vehicle shall not be a "take-home" vehicle.
 - b. The City shall maintain a program of self-insurance and excess insurance in a manner and with appropriate reserves sufficient to cover any liability arising out of the work performed under this Agreement.
1. The County will reimburse for the medical and safety equipment required for CPM scope of practice as described in Exhibit "A", Budget. All equipment will be part of the vehicle inventory and will be maintained by the CPM through standing Bellingham Fire Department policies and procedures. The County will reimburse the Department for the cost of all start-up durable medical equipment provided for the second CPM unit for an amount not to exceed \$52,000.

In the event the durable equipment is no longer used as part of the Community Paramedic program its ownership shall be transferred to an Advanced Life Support (ALS) unit.

V. Financial Commitment

The County, through the EMS Levy and the Accountable Communities of Health Pay for Performance will fund the CPM program in 2019 and 2020 up to the amounts set forth in Exhibit "A" (Budget), which is incorporated herein by this reference. For the years 2021 and 2022, contingent upon annual budget approval by the EMS Oversight Board, the County will fund the program in an amount sufficient to cover the CPM cost elements outlined in Exhibit "A".

VI. Staffing Changes

The City will give the County at least a 60 days' notice of anticipated personnel changes in regard to the assigned CPM position, with the exceptions of injury, disability, discipline, termination, promotion or other circumstances outside the control or prior knowledge of the City.

VII. Term of agreement

This agreement shall terminate on December 31, 2022. Accordingly, the parties shall meet on or around June 1, 2022 to discuss and negotiate towards an extension or successor agreement.

VIII. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

IX. Authority: The parties represented and covenant that they are recognized to sign as authorized agents of their respective agency.

Executed this ____ day of _____, 2019, for WHATCOM COUNTY.

Jack Louws, County Executive

Approved as to form:



County Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2019, for CITY OF BELLINGHAM.

Kelli Linville, Mayor

Attest:

Andy Asbjornsen, Finance Director

Departmental Approval:

Bill Hewett, Department Head

Approved as to form:

Peter Ruffatto, City Attorney

EXHIBIT 'A'

Budget

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is \$138,705.00 for year one beginning August 2019 and \$182,350 for year 2 (2020). The budget for years 2021 and 2022 will be established by agreement between the County and City and will coincide with the 2 year biennium budget, when adopted. Once adopted, such budget shall replace this Exhibit A without the need for further legislative approval.

Allowable expenses include reimbursement for items listed below that can be directly linked to services. Bellingham Fire Department will submit invoices detailing allowable expenditures as outlined in Attachment A, (Durable Equipment and Annual Costs) to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Bellingham Fire Community Paramedic Program - Budget Narrative	Budget 2019	Budget 2020
Expenses		
Wages-Community Paramedic	85,000.00	170,000.00
Durable Medical Equipment	47,530.00	
Community Paramedic Vehicle Rental (inc. maint.)	3,600.00	7,200.00
Fuel	2000.00	4000.00
CPM I-Pad and Cell Phone Service Fees	575.00	1150.00
Total	138,705.00	182,350.00

ATTACHMENT "A"

Durable Equipment & Annual Costs

2019 CPM Durable Equipment & Startup Costs

Durable Equipment:

Life Pak 15	\$ 40,000.00
Life Pak 12 trade in credit	<\$ 5000.00>
Pediatric Medical Kit	\$ 1,280.00
Airway Kit	\$ 5,600.00
Medication Kit	\$ 2,750.00
Surface Computer	\$ 2,500.00
I-Pad	\$ 400.00

Total **\$ 47,530.00**

Ongoing Costs:

Community Paramedic Wages	\$ 85,000.00
Cell Phone Service	\$ 335.00
I-Pad Service Fees	\$ 240.00
Vehicle Fleet Rental	\$ 3,600.00
Vehicle Fuel	\$ 2,000.00

Total **\$ 91,175.00**

2020 CPM Yearly Recurring Costs

Wages (up to)	\$ 170,000.00
Cell Phone Service	\$ 670.00
Vehicle Fleet Rental	\$ 7,200.00
Vehicle Fuel	\$ 4000.00
I Pad service fees	\$ 480.00

Total **\$ 182,350.00**



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-062

File ID:	AB2021-062	Version:	1	Status:	Agenda Ready
File Created:	01/12/2021	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Eltec Systems LLC for Elevator Inspections, Maintenance and Repairs

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This contract amendment is to extend the full elevator maintenance service from April 1, 2021 through December 31, 2021 per WA State Contract #01219 for the Whatcom County Courthouse, Civic Center Annex, State Street Annex and Public Safety Building

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Contract Information sheet, Amendment, Original contract

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Wayh
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMORANDUM

MEMO TO: Satpal Singh Sidhu, County Executive

FROM: Rob Ney, Project & Operations Manager

DATE: January 12, 2021

RE: Contract Amendment #1– Eltec Systems LLC; Elevator Inspections, Maintenance & Repairs

Attached is amendment #1 for the Elevator Inspections, Maintenance & Repairs Agreement between Whatcom County and Eltec Systems LLC for your review and signature.

▪ Background and Purpose

Facilities is switching elevator maintenance companies from ThyssenKrupp to Eltec Systems LLC. The County could no longer contract with ThyssenKrupp without going out to formal bid or moving towards the new State contract vendor. A small contract was drafted, and signed by the Executive, for Eltec Systems (State contract vendor) to provide service from January 2021 until March 2021. This contract was in place until such time we could bring forward a contract for the entire year, which triggers the purchasing policy requirement to bring this contract to the Council for approval.

This is amendment #1 to that three month contract, and would extend the Elevator Maintenance agreement with Eltec Systems LLC. This agreement references Washington State Contract #01219 pricing and service.

▪ Funding Amount and Source

Funding amount needed for this amendment is \$43,759.35 including WSST for a new contract total of \$58,345.81. This contract will be funded from the existing Facilities Maintenance Budget, various accounts.

▪ Differences from Previous Contract

This project is a one-time agreement.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes 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. Goods and services provided due to an emergency</p> <p><input 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>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</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.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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CONTRACT AMENDMENT #1
Between Whatcom County and Eltec Systems LLC
Elevator Inspections, Maintenance & Repairs

This AMENDMENT is to the Contract made between Whatcom County and Eltec Systems LLC, dated January 1, 2021 and designated "Whatcom County Contract No. 202012026." In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment will increase the original contract amount by \$43,759.35 for Eltec Systems LLC to continue to Elevator Inspections, Maintenance & Repair through the end of the year per WA State Contract #01219. This Amendment extends the original expiration date to December 31, 2021.

Maximum consideration for this contract amendment is increased by no more than \$43,759.35 including applicable Washington State Sales Tax. The total of the contract including amendments will be for \$58,345.81 including applicable WSST.

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 April 1st, 2021 regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Eltec Systems LLC have executed this Agreement on the date and year below written.

DATED this ____ day of _____, 20 ____.

CONTRACTOR:

ELTEC SYSTEMS, LLC

Address:

2025 1ST Avenue, Suite 790
Seattle WA 98121

Mailing Address:

2025 1ST Avenue, Suite 790
Seattle WA 98121

Each signatory below this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

Gordon Ferguson, CEO
Gferguson@eltec.cc

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Eltec Systems LLC

Gordon Ferguson, CEO

GFerguson@eltec.cc

Jocelyn Canovali, Service Sales

JCanovali@eltec.cc

Mailing Address:

2025 1ST Avenue, Suite 790
Seattle WA 98121

Contact Phone:

(206) 405-3371 – Ms. Canovali

EXHIBIT "A"

(Scope of Work)

Eltec Systems LLC agrees to continue to perform all labor and materials necessary for FULL MAINTENANCE service for elevators and special ADA lift per WA State Contract #01219.

Whatcom County Courthouse	4 elevators 1 ADA lift
Civic Center Annex	1 elevator
State Street Annex	1 elevator
Whatcom Public Safety Building	4 elevators

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for this amendment shall not exceed forty three thousand seven hundred fifty nine dollars and thirty-five cents (\$43,759.35) for a contract total of fifty eight thousand three hundred forty five dollars and eighty-one cents per year (\$58,345.81) including applicable Washington State Sales Tax.

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Contractor may bill the County progressively not more than once per month (30 days).

Progressive billings will be for the amount of work completed.

Contractor must submit a Payment Form, to be provided by Whatcom County facilities management, as an invoice for payment in addition to contractor's own invoice for payment in addition to supporting documentation as to the level of work completed on this project.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202012026

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505020
Contract or Grant Administrator:	Rob Ney
Contractor's / Agency Name:	Eltec Systems LLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/>	
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: 3.08.100	
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): State Contract #01219 Contract Cost Center: Various	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 14,586.46 This Amendment Amount: \$ _____ Total Amended Amount: \$ 14,586.46	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:	
This contract is between Whatcom County and Eltec Systems LLC is for the Elevator Maintenance schedule for the elevators in the Public Safety Building, Civic Center Annex, State Street and the Courthouse including the ADA lift. This agreement references the State Contract #01219 Elevator Inspections, Maintenance & Repairs.	
Term of Contract: _____ Expiration Date: 3/31/2021	

Contract Routing:	1. Prepared by: Dee Ebergson	Date: 12/10/20
	2. Attorney signoff: <u>Approved/BW/email</u>	Date: 12-14-20
	3. AS Finance reviewed: M Caldwell	Date: 12/15/2020
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.: <u>✓</u>	Date: 12-15-2020
	7. Council approved (if necessary):	Date:
	8. Executive signed: <u>✓</u>	Date: 12-15-2020
	9. Original to Council: <u>✓</u>	Date: 12-22-2020

Last edited 07/06/20

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Wayh
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMORANDUM

MEMO TO: Satpal Singh Sidhu

FROM: Rob Ney, Project & Operations Manager

DATE: December 15, 2020

RE: Contract – Eltec Systems LLC; Elevator Inspections, Maintenance & Repairs

Attached is the original of the contract for the Elevator Inspections, Maintenance & Repairs Agreement between Whatcom County and Eltec Systems LLC for your review and signature.

▪ **Background and Purpose**

This contract is to provide the services for the Elevator Maintenance agreement with Eltec Systems LLC; this agreement references Washington State Contract #01219 pricing and service. This contract will expire March 31, 2020, which will allow Facilities the opportunity to extend the contract through the end of the year and send the contract to Council for approval in the first quarter of 2020 without service interruption as we transfer service from ThyssenKrupp to Eltec.

▪ **Funding Amount and Source**

Funding amount needed for this contract is \$14,586.46 including WSST. This contract will be funded from the Facilities Maintenance Budget, various accounts.

▪ **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

CONTRACT FOR SERVICES
Between Whatcom County and Eltec Systems LLC
Elevator Inspections, Maintenance & Repairs

Eltec Systems LLC, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 14,
 Exhibit "A" (Scope of Work; Eltec Proposal), pp. 15 to 21,
 Exhibit "B" (Compensation), pp. 22,
 Exhibit "C" (State Contract Documents), pp. 23 to 56

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 January 1, 2021, and subject to authorized adjustments, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate March 31, 2021.

The general purpose or objective of this Agreement is to: Provide Elevator Inspections, Maintenance & Repairs, as more fully and definitively described in Exhibit "A" & Exhibit "C" hereto. The language of Exhibit "A" & Exhibit "C" 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 \$14,586.46. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The Contractor agrees to keep records of all financial matters pertaining to this agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the County or the Washington State Auditor's Office for audit, at such reasonable times and places as the County shall designate.

Whatcom County's contract administrator for this agreement is the Administrative Services Project & Operations Manager, 3720 Williamson Way, Bellingham WA 98226. All work will be scheduled through the Administrative Services Lead or his/her designee.

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.

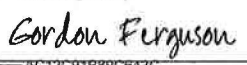
Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of 12/15/2020, 20 ____.

CONTRACTOR:

ELTEC SYSTEMS, LLC
 Gordon Ferguson,
 Jocelyn Canovali, Service Sales

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

DocuSigned by:
 12/15/2020
 AC12C91B89C643C
 Gordon Ferguson, CEO
 gferguson@eltec.com

Approved as to form:

Brandon Waldron 12/15/2020
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Sidhu 12/15/2020
By: Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Eltec Systems, LLC

Gordon Ferguson, CEO
Jocelyn Canovali, Service Sales

Address:
2025 1st Avenue, Suite 790
Seattle WA 98121

Mailing Address:
2025 1st Avenue, Suite 790
Seattle WA 98121

GENERAL CONDITIONS***Series 00-09: Provisions Related to Scope and Nature of Services*****0.1 Scope of Services:**

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

Series 10-19: Provisions Related to Term and Termination**10.1 Term:**

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments**20.1 Accounting and Payment for Contractor Services:**

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

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 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

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work

on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. **No Limitation on Liability.** The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. **Payment Conditioned on Insurance and Failure to Maintain Insurance.** Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. **Workers' Compensation.** The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. **Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. **Insurance for Subcontractors.** If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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 Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractors' indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

34.4 Performance Bond:

The Contractor shall furnish a duly executed Performance Bond upon a form furnished by the County within ten calendar days following receipt of the Notice of Intent to Award. The bond shall be executed by a surety or sureties who are acceptable to the County and the penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.

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:

**Rob Ney, Project & Operations Manager
Whatcom County Administrative Services – Facilities Management
3720 Williamson Way
Bellingham WA 98226**

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To: Whatcom County

Rob Ney, Project & Operations Manager
Whatcom County Administrative Services, Facilities Management
3720 Williamson Way
Bellingham WA 98226
Email: rney@co.whatcom.wa.us
Phone: (360) 778-5365

To: Eltec Systems LLC

Jocelyn Canovali, Sales & Business Development Representative
2025 1st Avenue, Suite 790
Seattle WA 98121
Email: jcanovali@eltec.cc
Phone: (206) 405-3371
Mobile: (206) 321-8066

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

- 37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

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

If applicable, 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:

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

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**40.1 Modifications:**

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties of not less than one year.

Contractor agrees to provide a warranty for all workmanship, materials and equipment for a period of not less than one year. If a manufacturer warrants materials and/or equipment for a greater than one year, all warranties will remain in effect for the duration as specified by the manufacturer.

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, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

This contract follows the scope of services included in the State Contract #01219 (Exhibit "C") attached.

The vendor shall furnish all labor and materials necessary for FULL MAINTENANCE service for elevators and special ADA lift. The extent of service shall include qualified labor, supervision, all parts, tools, equipment and cleaning, transportation (when and where required) and establishment and maintenance of records.

Maintenance records shall include repair work performed and spare parts used. All work performed shall be patterned after accepted commercial practices for routine elevator maintenance. All services and maintenance work is to be approved Facilities Maintenance.

The goal of inspection and service shall be of sufficient quality so the reliability, proper operation and safety characteristics of the elevators are not degraded.

Whatcom County Courthouse	4 elevators
	1 ADA lift
Civic Center Annex	1 elevator
State Street Annex	1 elevator
Whatcom Public Safety Building	4 elevators

Detailed Scope of work; reference Exhibit "C" pages 18 – 29

Preventive Maintenance
Equipment Testing and Audit Services
Repair Services

Service Level Expectations; reference Exhibit "C" page 30

Emergency Entrapment

Arrival Time = within 60 minutes

Resolution = within 60 Minutes

Eltec will keep customer informed as to the technician(s) estimated time of arrival every 15 minutes beyond the first hour. The contractor and the technician will make any emergency their priority.

Eltec does not bill for entrapment calls.

Routine Services Response

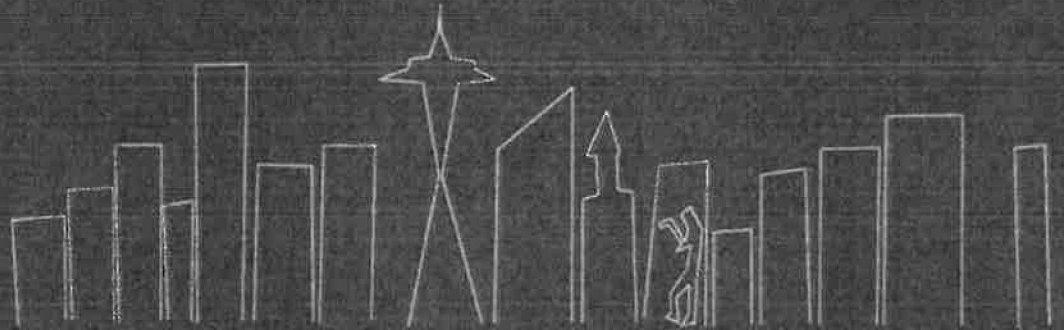
Scheduled Maintenance Short Shut Down

Scheduled Maintenance Major Shut Down

Whatcom County

3720 Williamson Way
Bellingham, WA 98226

State Contract #01219



ELTEC

SERVICE  DEFINED

2025 1st Avenue, Suite 790
Seattle, WA 98121
206.405.3371



SERVICE  DEFINED

ELEVATOR MAINTENANCE AGREEMENT State Contract #01219

To: **Whatcom County**
3720 Williamson Way
Bellingham WA 98226
(Hereinafter Purchaser)

ELTEC Systems, LLC
2025 1st Avenue, Suite 790
Seattle, WA 98121
(Hereinafter Company)

Agrees to service the elevator equipment described herein on the following terms and conditions, in Purchaser's building located at various locations below:

CONTENTS:

EQUIPMENT DESCRIPTION
CONTACT INFORMATION
CONTRACT AMENDMENTS
SCOPE OF WORK – DES contract #01219

SERVICE  DEFINED

EQUIPMENT TYPE

Site Name	Address	Conveyance	Location/ Unit ID	Capacity
Civic Center	322 N Commercial Street	3855	N/A	2500
State Street Annex	1500 N State Street	8121	N/A	2000
Whatcom County Court house	311 Grand Ave	242	Car 1	2500
Whatcom County Courthouse	311 Grand Ave	243	Car 2	2000
Whatcom County Courthouse	311 Grand Ave	8804	Car 3	3500
Whatcom County Courthouse	311 Grand Ave	8805	Car 4	3500
Whatcom County Courthouse	311 Grand Ave	123925	WCL	750
Whatcom Public Safety	311 Grand Ave	5250	2 S Client Jail	4000
Whatcom Public Safety	311 Grand Ave	5249	#1 N Jail	4000
Whatcom Public Safety	311 Grand Ave	5398	Public Svc Car 4	2000
Whatcom Public Safety	311 Grand Ave	5399	#3 Public	2000

ELTEC CONTACTS

Account Manager:
Jocelyn Canovali
Sales and Business Development
C (206) 321-8066 (Text/Call)
jcanovali@eltec.cc

Accounts Receivable:
Kitt Hastings
Office Manager
T (206) 405-3371 | C (425) 864-1419
khastings@eltec.cc OR ar-invoices@eltec.cc

Code Reports
Spencer Ross
QEI Code Compliance
SRoss@eltec.cc
codereports@eltec.cc
(425)864-2352

Director of Sales:
Caren Palmquist
206-303-9789
cpalmquist@eltec.cc

Service Manager:
Steven Bryant
Service Operations Manager
425.864.5652 sbryant@eltec.cc

E-Quick & Dispatch:
Christine Hastings
Service Operations Coordinator
425-864-0131
chastings@eltec.cc

Payal Karan
Dispatch Specialist
206-512-0355
pkaran@eltec.cc

SERVICE  DEFINED

AMENDMENTS

- A. The following items will be presented as billable and covered under the maintenance agreement upon correction, if applicable, thereafter:

Code Reports for Conveyances:

242 - Repair or replace astragals; damaged or refasten sight guards on floor(s): Repair the loose sight guards on floors B, 1, 2, 5, & 6.

5249 - A standard railing should be installed on the top of the hydraulic elevator – install railing on right hand side to eliminate a fall hazard.

- B. Standby for One hour, per unit, per year for smoke/heat testing is INCLUDED.
 C. Upon contract start date, past due ANNUAL testing will be completed by ELTEC at no additional charge.
 D. Emergency ADA phone line monitoring is included at no additional cost.
 E. Generators will be maintained per MCP standards but replacement or repair is excluded.
 F. Pricing includes testing done on overtime.

Pricing: Exhibit B:

Attached via spreadsheet. Pricing escalates at the rate of prevailing wages, per contract #01219.

EXCLUSIONS

The following items are not included in this contract: Metal storage cabinets, Schindler and KONE drives, maintaining, refinishing, repairing or replacement of any components of the elevator cab, its floor, floor covering, sills, handrails, ceiling, etc.; the hoistway enclosures, doors, frames and sills or other portions of the equipment subject to public abuse; guide rails, hydraulic cylinders, casings, hydraulic piping, cathodic protection systems, fluorescent tubes and associated fixtures used for cab illumination; any power units or components installed or connected for emergency standby power, generators converting power, main line power switches, equipment failures and/or outages due to power loss or power fluctuations, breakers and feeders to control equipment; or obsolete equipment which is no longer regularly available through normal supply sources. If the original equipment was not manufactured or installed by Company, or was provided by Purchaser (such as, but not limited to: alarm, security, intercom or other systems, any problems with design, material or workmanship are specifically excluded from coverage under this agreement. If the elevators are equipped with a fireman's control feature; the Company will not be responsible for the maintenance or functioning of the smoke and/or heat detectors/sensors. Seismic Testing, Twin Post and or Telescopic Pistons Jack assemblies and associated parts. If owner uses 3rd party billing service and there is a cost to company this will be added to the maintenance price. Additionally, any costs associated with badging as it relates to being on site or 2nd or 3rd party billing will be passed on via a proposal to management or ownership. **Repair charges for all excluded items will be invoiced separately.** Repairs or renewals necessitated by ordinary wear and tear only shall apply to this contract, and the Company shall not be required to make adjustments, repairs or renewals necessitated by reason of negligence on the part of others, misuse of the equipment, environmental conditions including leakage, or by reason of any other cause beyond the Company's control. Company is not required to make repairs to any covered or non-covered (exclusions) item that has been damaged due to the failure of a covered item listed within the Companies scope (i.e. consequential damage). In the event tests are required by contract, Purchaser understands that the tests impose upon the equipment greater strains than those arising from normal operation. Therefore, it is agreed that in making such tests, the Company shall not be liable for leakage, loss, damage, injury or destruction of persons or property, except those of the Company, because of the action or failure of any of these devices. If repairs are necessary before or after such tests to meet code or performance requirements, such work shall be considered as an extra to this contract and payable as a separate order. The Company is not obligated to install new attachments on the elevator, make new or different tests or do other things not required by governmental regulations in effect on the date this contract was first entered into whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design unless agreed to separately in writing.

SERVICE  DEFINED

WHATCOM COUNTY – CONTRACT #01219

Accepted By: _____
Legal Name of PurchaserProposed for: **ELTEC SYSTEMS LLC**

Address: _____

By: **Jocelyn Canovali**Title: **Service Sales**By: _____
Purchaser or Authorized AgentAccepted for: **ELTEC SYSTEMS LLC**

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERM:

This Contract will be subject to State of Washington contract #01219 from the award date of the Contract, through January 1, 2022. The term of this agreement may be extended for an additional thirty-six (36) months, via an amendment by Enterprise Services, if Contractor satisfactorily meets the following performance goals:

- Service level standards set forth in *Exhibit A - Elevator Inspections, Maintenance, and Repairs*,
- Reporting requirements set forth in Section 8 of this Master Contract.

The Master Contract is subject to earlier termination.

Contract start date: January 01, 2021.

SERVICE  DEFINED

CUSTOMER INFORMATION

BILLING INFORMATION	
Invoices should be sent to: Name of Company: WHATCOM COUNTY	Address: 3720 WILLIAMSON WAY City/Zip: BELLINGHAM WA 98226-9156
A/P Contact Person: FACILITIES DEE EBERGSON	Phone: (360) 718-5346 Cell: Email: debergsoe.co.whatcom.wa.us
ACCOUNT (SITE ADDRESS)	
Building Name:	Address: City/Zip:
Building Contact:	Phone: Cell: Email:
On Site Contact Person:	Phone: Cell: Email:
ACCOUNT (SITE ADDRESS)	
Building Name:	Address: City/Zip:
Building Contact:	Phone: Cell: Email:
On Site Contact Person:	Phone: Cell: Email:
EMERGENCY CONTACT	
Name:	Phone:
Name:	Phone:
EQUICK USER'S (NAMES AND EMAIL ADDRESSES)	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed fourteen thousand five hundred eighty six dollars and forty-six (\$14,586.46) including Washington State Sales Tax.

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Invoices detailing building and service must be submitted to:

Whatcom County Facilities Management
3720 Williamson Way
Bellingham WA 98226-9156

Contractor may bill the County quarterly for services.

Site Name	Conveyance	Location/ Unit ID	Serial#	Installed /MOD	Equip Type	Contr Model	Capacity	Monthly Pricing
Civic Center	3855	N/A	E-60055 HC13116	1980	Hydro	Dover Solid State 4Slot	2500	\$264
State Street Annex	8121	N/A	471434	1991	Hydro	OTIS LRV 4	2000	\$264
Whatcom County Court house	242	Car 1	BC-9933	1960/1994	Geared Traction	Dover T III	2500	\$701
Whatcom County Courthouse	243	Car 2	BC-9934	1960 / 1994	Geared Traction	Dover T III	2000	\$701
Whatcom County Courthouse	8804	Car 3	CC-9914	1992	Geared Traction	Dover T IV	3500	\$701
Whatcom County Courthouse	8805	Car 4	CC-9915	1992	Geared Traction	Dover T IV	3500	\$701
Whatcom County Courthouse	123925	WCL	618559	2018	WCL	Savaria - Multilift	750	\$85
Whatcom Public Safety	5250	2 S Client Jail	E-69421	1983	Hydro	Dover WRC	4000	\$264
Whatcom Public Safety	5249	#1 N Jail	E-69422	1984	Hydro	Dover WRC	4000	\$264
Whatcom Public Safety	5398	#4 Transfer	E-74930	1984	Hydro	Dover WRC	2000	\$264
Whatcom Public Safety	5399	#3 Public	E-74929	1984	Hydro	Dover WRC	2000	\$264
								\$4,473

EXHIBIT "C"

MASTER CONTRACT

No. 01219

ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS

For all Washington State Counties

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

ELTEC SYSTEMS LLC

Dated November 26, 2019

MASTER CONTRACT No. 01219 ELEVATOR INSPECTIONS, MAINTENANCE, & REPAIRS
(Rev. 4-24-2017)

1

MASTER CONTRACT

No. 01219

ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Eltec Systems LLC, a Washington Limited Liability Company ("Contractor"), and is dated as of November 26, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Solicitation No. 02719-1 dated October 23, 2019 regarding Elevator Inspections, Maintenance, & Repairs.
- C. Enterprise Services evaluated all responses to the Solicitation and identified Contractor as the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is twenty-four (24) months, commencing January 1, 2020 and ending January 1, 2022. Provided, however, that the Master Contract shall extend for an additional thirty-six (36) months, via an amendment by Enterprise Services, if Contractor satisfactorily meets the following performance goals:
 - Service level standards set forth in *Exhibit A - Elevator Inspections, Maintenance, and Repairs*.
 - Reporting requirements set forth in Section 8 of this Master Contract.

The Master Contract is subject to earlier termination.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser");

2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

- Washington state agencies, departments, offices, divisions, boards, and commission; and
- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following specific institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University & Western Washington University;
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized perform only those services set forth in *Exhibit A – Elevator Inspections, Maintenance, and Repairs* for the prices set forth in *Exhibit B – Prices for Services*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any services beyond those set forth in *Exhibit A – Elevator Inspections, Maintenance, and Repairs*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the services at no greater than the prices set forth in *Exhibit B – Prices for Services*. Travel time must be included, no travel time is allowed.

3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.3. **EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, as previously certified in Contractor’s bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
 - 4.4. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
 - 4.5. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate

this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 4.6. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any services performed pursuant to this Master Contract shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be performed and delivered in full compliance with applicable law. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.7. **PREVAILING WAGES.** This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.
- (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.
 - (b) **STATEMENT OF INTENT TO PAY PREVAILING WAGES.** Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
 - (c) **INVOICES & CONTRACT PAYMENTS.** Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
 - (d) **AFFIDAVIT OF WAGES PAID.** Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and

Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

- (e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
- 4.8. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.
- 4.9. PERFORMANCE SPECIFICATIONS. Contractor represents and warrants all services performed by Contractor shall be based upon the performance specifications of individual equipment as published by the equipment manufacturer or as otherwise indicated in this Contract or Purchaser's order document.
- 4.10. INDUSTRY SAFETY STANDARDS. Contractor represents and warrants Contractor shall comply with approved elevator and/or escalator equipment industry safety standards.
- 4.11. CONTRACTOR CERTIFICATIONS. Contractor certifies with the Revised Code of Washington, RCW 70.87, as well as codes and standards listed below.
 - A. ASME A17.1 "Safety Code for Elevators and Escalators"
 - B. ASME A17.2 "Inspector's Manual for Elevators and Escalators"
 - C. ASME A18.1 "Safety Standard for Platform Lifts and Stairway Chairlifts"
 - D. Building Officials and Code Administrators (BOCA) International Inc., Basic Building Code
 - E. BOCA Basic Mechanical Code
 - F. National Fire Protection Association (NFPA) Code
 - G. National Electric Code (NEC)
 - H. Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA)
 - I. American Society for Testing and Materials (ASTM)
 - J. Institute of Electrical and Electronics Engineers (IEEE)
 - K. National Electrical Manufacturer's Association (NEMA)
 - L. National Petroleum Institute (NPI)
 - M. Underwriter's Laboratories, Inc. (UL), Federal Specifications
 - N. American National Standard of Safety Code
- 4.12. LABOR FURNISHED. Contractor represents and warrants that all labor furnished by Contractor shall be trained journeyman level mechanics and mechanics in charge, thoroughly skilled in elevator and/or escalator Services and directly employed and supervised by Contractor. They will use all reasonable care to maintain the equipment in a proper and safe operating condition at all times.

- 4.13. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.14. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.16. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.

Contractor guarantees on time arrival performance and recognizes that Purchaser will suffer a loss of customer goodwill in the event that it fails to consistently meet the response time requirements established above. Accordingly, Contractor agrees that Purchaser, in addition to its rights and remedies as provided in this Contract, by law, in equity and by statute, shall be entitled to a credit of one thousand dollars (\$1,000) for each failure in excess of two (2) failures to arrive in a timely manner following a service call during any six-month period during the term of the Purchaser's ordering document. The foregoing amount is not a penalty but rather is an estimate of the harm to Purchaser caused by Contractor's failure to respond in a timely manner. If Contractor fails to respond in a timely manner, then there shall be no charge for the callback regardless of the nature of the callback.

- 5.2. **RECEIPT AND INSPECTION OF SERVICES.** Services performed under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged services or, at Purchaser's option, Purchaser may note any damage to the services on the receiving report, decline acceptance, and deduct the cost of rejected services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.3. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 01219
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

- 6.6. **TAXES/FEEs.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360)407-9416
Email: breann.aggers@des.wa.gov

Contractor

Attn: Kitt Hastings
Eltec Systems LLC
2025 1st Ave Ste 790
Seattle, WA 98121
Tel: (206) 405-3371
Email: khastings@eltec.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Kitt Hastings
Eltec Systems LLC
2025 1st Ave STE 790
Seattle, WA 98121
Email: khastings@eltec.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter.

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
- (b) Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.
- (c) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (d) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (e) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services

timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (f) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. **ANNUAL MASTER CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product Identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 8.4. **SMALL BUSINESS INCLUSION.** Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements

9. RECORDS RETENTION & AUDITS.

- 9.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION.

The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- (c) The Purchaser may terminate the purchase order immediately without any liability, if the Contractor performs any of the following actions /procedures:
 - Any act or omission which creates a safety hazard to any person using any elevator and/or escalator.
 - Any lapse in elevator and/or escalator operation of any elevator and/or escalator in excess of fourteen (14) calendar days except for "Scheduled Repairs".

- Failure of the Elevator Contractor's employees to be properly licensed by the State of Washington.
- Improper use of the Purchaser's property/building.
- Violation of any applicable statute, ordinance, rule, law, code or regulation in regards to the Contract Documents.
- Receipt of two concurrent unacceptable safety inspections, except discrepancies noted as Purchaser's responsibility, from the Washington Inspection Department pertaining to the elevator and/or escalator equipment included in this contract
- An elevator and/or escalator callback ratio in excess of one (1) callback, per elevator and/or escalator, per month over a four month period.

13.4 LIQUIDATED DAMAGES. Contractor shall be liable to Purchaser for liquidated damages for Five Hundred Dollars (\$500) per day, per unit in the event Contractor is notified by Purchaser that a unit covered under the Purchaser's ordering document is out of service, and Contractor has failed to place the elevator unit back in service after ten (10) business days following receipt of request for service by Purchaser. These liquidated damages shall be assessed for each and every day each unit is out of service by reason of Contractor's failure to perform any obligation specified under this Contract. Further, Contractor shall be assessed liquidated damages of Five Hundred Dollars (\$500) per day per unit, for failure to undertake repairs of equipment units still in service, for which a service request was made by Purchaser within ten (10) business days following receipt of request for service from Purchaser. Acceptance of payment under this paragraph shall not affect Purchaser's right to terminate their ordering document or any of other rights or remedies as provided in this Contract, by law, in equity or statute.

13.5 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.6 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for

services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.7 **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14 GENERAL PROVISIONS.

- 14.1 **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2 **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3 **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4 **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5 **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6 **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7 **ASSIGNMENT.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8 **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9 **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

- 14.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor Irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12 SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 14.18 **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19 **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20 **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21 **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22 **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23 **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Alexander Kenesson
Its: Procurement Supervisor

ELTEC SYSTEMS LLC,
a Washington Limited Liability Company

By: 
Gordon Ferguson
Its: Principle

EXHIBIT A

Elevator Inspections, Maintenance, and Repairs**1. SCOPE**

Contractor shall perform equipment testing, maintenance, and repairs (hereafter "Services") as set forth in the Master Contract and shall furnish all materials and labor, and comply with all requirements of current equipment codes for the designated elevator or escalator equipment (hereafter "Equipment").

- **Preventative Maintenance.** Contractor shall perform maintenance services on the Equipment to prevent malfunctions or shutdowns due to normal wear and tear, to provide for safe operating Equipment and to prolong the life of all Equipment. Contractor shall clean, lubricate, and adjust applicable components at regular intervals and repair or replace all worn or defective components where necessary to maintain the installation in compliance with the requirements of ASME A17.1/CSA B44 Section 8.6. The frequency of Preventative Maintenance tasks shall be as stated in the Purchaser's Maintenance Control Plan (hereafter "MCP") and Purchaser's ordering document.
- **Equipment Testing and Audit Services.** Contractor shall conduct any tests required by the State of Washington Elevator Inspector, by the ASME A17.1 Safety Code for Elevators and Escalators, and by any other Governing or Code Agency. Contractor may also be requested to audit the Equipment and provide recommendations for improvements.
- **Repair Services.** The Contractor, when authorized by the Purchaser, shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. The Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from *Exhibit B Prices for Services*. Contractor shall bill labor at the regular hourly rate from *Exhibit B Prices for Services*. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges. The repair billing rate shall be set forth in *Exhibit B Prices for Services* document. Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Purchaser to obtain formal approval to proceed.

2. PREVENTATIVE MAINTENANCE

2.1 MCP. Contractor shall provide an MCP for the Equipment. The MCP shall at a minimum include examinations, preventative maintenance, and tests of Equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of ASME A17.1/CSA B44 Section 8.6. The MCP shall also include procedures for tests, periodic inspections, preventative maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits, and identify where unique or product-specific procedures or methods are required to inspect or test Equipment.

- a. The MCP procedures and intervals shall be based on:
 - Equipment age, condition, and accumulated wear
 - Design and inherent quality of the Equipment
 - Usage
 - Environmental conditions
 - Improved technology

- The manufacturer's recommendations for any SIL rated devices or circuits
- b. The instructions for locating the MCP shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to Purchaser.
- c. MCP shall be located in the elevator machine rooms, and shall be in full document compliance with ASME A17.1/CSA B44 Section 8.6. MCP documents shall be filled out in full and completely maintained and updated by Contractor's Service Technicians.

2.2 Preventative Maintenance Extent of Coverage. Contractor shall prepare and submit to Purchaser a detailed Preventative Maintenance schedule for all Equipment to be serviced within five (5) calendar days after execution of the Purchaser's ordering document. As a minimum, the Equipment shall be examined and maintained in accordance with the following:

- a. Contractor shall include the following elements in the Preventive Maintenance procedures for the Equipment:
 - i. Provide operational checks of all Equipment car door safety edges/detectors. Contractor shall provide documentation of such checking in their machine room check charts.
 - ii. Provide check of directional lights, call registered lights and all other Equipment lighting fixtures.
 - iii. Furnish and replace all burned out bulbs on each visit.
 - iv. Maintain pit lighting, car top lighting and hoistway lighting.
- b. Contractor shall repair loose cab handrails and maintain fastening bolt tightness, repair and maintain communication equipment, cabinet doors, and door hinges.
- c. For Geared/Gearless Elevators, Contractor shall:
 - i. Furnish lubricants and all cleaning supplies.
 - ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Geared/Gearless hoist machine-including brake, armature fields, brushes, brush rigging, gear case, gears, bearings, hoist motor and sheaves.
 - Hoist and governor ropes.
 - Governor.
 - Governor pit sheave.
 - Controllers, selector, starters, dispatcher and relay panels.
 - All bearings.
 - All rotating elements.
 - Contacts, relays and timers.
 - Resistors and transformers.
 - Solid-state devices and all sub-components including batteries and backup batteries.
 - In-car emergency lighting.
 - Traveling cables.
 - Firefighter's service equipment.

- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides.
 - Interlocks and door closures.
 - Car buffers.
 - Car exhaust fan.
 - Car-top inspection station.
 - Limit and slowdown switches.
 - Door protective devices and alarm bells.
 - Car and corridor operating pushbuttons.
 - Load weighing equipment.
 - All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment.
 - Car and counterweight roller guides.
 - Batteries.
 - Communication devices.
- d. For Hydraulic Elevators, Contractor shall:
- i. Furnish lubricants and all cleaning supplies.
 - ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Hydraulic pumps and associated plumbing.
 - Hydraulic cylinder (part that is not in the ground), plunger, packing and packing head.
 - Hydraulic fluid and piping, unless the piping is underground.
 - Seismic valve and pit shut off valve.
 - Hydraulic oil line couplings.
 - All exposed hydraulic oil lines, brackets and stands.
 - Controllers, starters, selector and relay panels.
 - Pump motors.
 - All bearings.
 - All rotating elements.
 - Contacts, relays and timers.
 - Resistors and transformers.
 - Solid-state devices.
 - In-car emergency lighting.
 - Firefighter's service equipment.
 - Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, door closures.
 - Interlocks.
 - Car buffers.
 - Limit and slowdown switches.
 - Door protective devices and alarm bells.

- Car and corridor operating pushbuttons.
- Load weighing equipment.
- All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment.
- Electrical Traveling Cables.
- Batteries.
- Communication devices.

e. For Escalators, Contractor shall:

- i. Furnish lubricants selected by Contractor to meet the specific requirements of the equipment.
- ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Machine, worm, gear, external gearing, drive chain, thrust bearing, main bearings, and brake assembly, coil, linings and component parts.
 - Motor, motor windings, rotating elements and bearings. Contractor is obligated to remove and properly dispose any waste, oil, and hazardous materials in accordance to local, state and federal requirements.
 - Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers, and operating rectifiers.
 - Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.
 - Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings.
 - All balustrade, deck, skirt, skirt brushes and trim fastenings (screws, clips, etc.)
 - Under step lighting.
 - All safety devices, including but not limited to, skirt switches, emergency stop switches, handrail switches, stop switches, broken chain switches, step out of position switches, missing step detectors, step up-thrust safety switches, and etc.

2.3 Preventative Maintenance Exclusions. As part of preventative maintenance, Contractor shall not be responsible for the following items and shall receive compensation for repairing such items.

- Door knocked off the tracks/broken glbs.
- Elevator left on independent, fire, attendant or emergency service.
- Car door detector out of adjustment from doors being hit.
- Elevator turned off inside the car and the door pulled shut, unless there is an actual elevator problem that is included in their Contract.
- Car enclosure, including removable panels, door panels, car doors, suspended ceilings, handrails, car finish and flooring coverings, hoistway enclosures, hoistway entrance frames, sills, signal fixture faceplates, fire recall initiation devices, cleaning of car interior or underground hydraulic piping and the underground part of the hydraulic cylinder.

2.4 Preventative Maintenance – Other Requirements.

- a. Contractor shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log showing there was a power failure resulting in Equipment shut-down on date of service call.
- b. Contractor shall inspect of hoistway, pit equipment, car top, machine rooms and interiors as part of scheduled preventive maintenance at no additional expense to Purchaser.
- c. Contractor shall post the Contractor's standard Preventive Maintenance Schedule/Chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine and non-routine Maintenance and repairs, including supervisor's surveys. Entries shall include date Preventative Maintenance is complete, mechanic or supervisor's name, brief description of Preventative Maintenance completed and the approximate time required for the Preventative Maintenance. The Preventative Maintenance Log and Preventive Maintenance Schedule/Chart shall be maintained for Purchaser's inspection at any time. Purchaser may copy the Preventative Maintenance Log and Preventive Maintenance Schedule/Chart at any time. The log book will be made available to the Contractor at all times, including times when no designated Purchaser's personnel is/are present. Contractor shall provide Purchaser with a schedule, in either written or electronic form, (as preferred by Purchaser) of when Equipment will be taken out of service for Preventive Maintenance. Purchaser must approve any changes to this schedule in writing.
- d. Contractor shall maintain three (3) complete sets of wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or Equipment up-grade. One set shall remain in each machine room, one set shall be maintained in the Contractor's office, and the third set shall be maintained in Purchaser's offices. When any modifications are made to diagrams, three copies of the modified drawings must be made. One copy shall be furnished to Purchaser to update their copy of the appropriate drawing. A copy shall be used to update the Contractor's office drawings and the original changes shall be maintained in the Equipment machine rooms. Purchaser retains sole possession of these wiring diagrams. Wiring diagrams shall be kept in a neat and orderly fashion in each machine room.
- e. Purchaser will provide wiring diagrams, if available. If purchaser does not provide the wiring diagrams, contractor will work with purchaser to provide the diagrams, at purchaser's expense.
- f. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the Equipment, properly painted, identified, and presentable at all times.
- g. Contractor shall provide a lockable metal parts cabinet in each elevator machine room. Contractor shall coordinate installation with Purchaser.
- h. Contractor shall conduct evaluations of Equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Purchaser and reviewed with them on request.
- i. Contractor shall be required to provide a member of their supervisory personnel, regularly engaged in inspection and supervision, to visit Purchaser's site at least quarterly to observe the quality of Maintenance and to make certain that the quality of Maintenance meets the specified

and intended standards. The Supervisor shall schedule each visit with Purchaser. Purchaser may provide a member of their staff to accompany the Contractor during the on-site inspection of the elevator machine rooms and equipment. Inspections by the Contractor shall be at no cost to Purchaser. The Contractor shall provide a written report of the results of this inspection to the Purchaser's within fourteen (14) calendar days of the on-site inspection.

- j. Preventative Maintenance shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 6 am to 6 pm, Monday through Friday with the exception of holidays as stipulated by the International Union of Elevator Constructors' local labor agreement.
- k. Outside of normal business hours, the purchaser shall call the contractor through its normal business telephone numbers. Contractor shall provide a reliable means of communication between contractor's local office and the lead service technician.
- l. Working hours and unscheduled delays. There may be situations that require the contractor to work other than normal hours and to suspend, postpone, or reschedule work. These situations are normal for large institutional purchasers on this contract. When the contractor's access to a work area conflicts with a purchaser's operational requirement, the contractor shall reschedule the work to minimize the disruption; this may require performing the work at times other than normal duty hours.
- m. Documentation of hours is required for Preventative Maintenance payment due to Contractor. If less than the stated hours of Preventive Maintenance are performed, the prorated dollar value for the time short will be deducted from Contractor's invoice.

3. EQUIPMENT TESTING AND SERVICE INSPECTION.

- a. Contractor shall conduct the following tests, and any other tests required by the State of Washington, Federal or any other Governing or Code Agency. All testing will be completed before the date that it is due. Services shall include, but not be limited to:
 - i. Contractor shall provide inspections and testing of the Firefighter's Service-Phase I and Phase II and standby power operation, if installed as required by Authority Having Jurisdiction (AHJ). Unless approved by the Purchaser, any additional cost to complete the above inspections and testing shall be the responsibility of Contractor. Contractor shall maintain an up-to-date log of Firefighter's Service testing in the machine rooms and submit the results to Purchaser's authorized representative. Firefighter's Service testing shall be entered and recorded on a form supplied by Contractor and/or as required by the State of Washington, or both.
 - ii. Provide all testing as required by the State of Washington Elevator Inspector and required by the ASME A17.1 Safety Code for Elevators and Escalators during normal Preventative Maintenance hours of the elevator industry, unless requested by the purchaser.
 - iii. Conducting quarterly tests as required by ASME A17.1, for Phase I and Phase II Installations on Firefighters' Emergency Service Control System.
- b. Contractor shall check the dispatching systems and make necessary tests and adjustments to insure that all circuits and time settings are properly adjusted, and all systems are performing as designed and installed. Contractor shall submit a written report of these results to Purchaser.
- c. Written test reports shall be submitted to Purchaser within five (5) calendar days of actual testing.

- d. Purchaser shall receive fourteen (14) days prior written notification of all tests so that an authorized representative of Purchaser may witness said tests. Safety precautions are understood to be of highest priority. Care will be taken to safeguard all surrounding building property during the testing. If during the testing, the actual testing fails the prescribed testing procedures in the ASME A17.1 and re-testing is required, Contractor shall pay all costs of Purchaser's representative to witness re-testing only if the failure of the test was due to the Contractor's acts, actions, omissions, negligence, or errors.
- e. Contractor shall audit the equipment as requested by Purchaser. The audit report will include recommendations for improvements and estimates of cost for labor and materials to complete the suggested improvements. Purchaser's Equipment can be audited for:
 - i. Code Compliance. Evaluate current Code compliance of all Equipment. Monitor Industry and Code developments and provide Purchaser with warning of anticipated Code changes to take effect during the fiscal year following the audit report. Recommend corrections, which should be made in the fiscal year following the audit report.
 - ii. Equipment Performance. Audit performance of all Equipment against its original parameters or specifications. Recommend corrections, which should be made in the fiscal year following the audit report.
 - iii. Equipment Aesthetics. Audit the physical condition and appearance of the Equipment visible to users and recommend upgrades, which should be considered to keep the Equipment appealing to users and current with building standards for colors and decoration schemes.
- f. Should a covered component under Preventative Maintenance fail during testing the Contractor shall be responsible to replace or repair the items necessary to return the Equipment to normal operation.
- g. Purchaser reserves the right to make inspections and tests at their expense, when deemed necessary to ascertain that the Service requirements of this Contract are being fulfilled. If the inspection identifies that Contractor is not compliant with the applicable Service requirements of this Contract, Purchaser will promptly notify Contractor in writing of the deficiencies identified. Contractor shall reimburse Purchaser for the cost of conducting the inspection and resolve all deficiencies at Contractor's total expense within fifteen (15) calendar days of written notification. Fees for re-inspection due to Contractor's failure to eliminate deficiencies in Services covered under this Contract and Purchaser's ordering document shall be paid by Contractor. Contractor shall pay purchaser's 125% of the inspection fees.

4. REPAIR SERVICES.

- a. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Management list shall be submitted to Purchaser prior to Purchaser's ordering document start date.
- b. If any Equipment is shut down for more than ten (10) continuous business days after notification of a failure (except for pre-scheduled or major Equipment repairs) the monthly Preventative Maintenance unit billing, if applicable, shall be suspended until the individual Equipment is restored to service. Technicians shall not reset the elevator.

- c. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. Contractor shall provide a written report to Purchaser stating the condition of the unit before the Contractor leaves Purchaser's facility. Written notification of corrective measures undertaken shall be provided to Purchaser, in writing, within one (1) business day.
- d. In case of an Equipment accident, Contractor shall be notified immediately by Purchaser. The unit will not be placed in operation until an investigation is performed by Purchaser's Representative and/or the Washington Equipment Inspector if the following conditions occur:
 - A person has been injured and requires first aid treatment.
 - The unit is not safe to place in normal operating service because of obvious mechanical and/or electrical condition.
 - There is a concern by the Contractor or Purchaser as to the possible continued malfunction if placed in service.
- e. When corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make replacements, repairs, and corrections. If Contractor fails to perform the Services required by the terms of the Contract in a diligent and satisfactory manner, Purchaser may, after five (5) calendar days written notice to Contractor, perform or cause to be performed all or part of the Services required thereunder. Contractor shall reimburse Purchaser for any expense incurred therefore or Purchaser, at its election, may deduct the amount from any sum owed or to be owed Contractor. When such corrective action is determined not to be the Contractor's responsibility, a written report, including a cost estimate to remedy the deficiency, shall be delivered to Purchaser by 3:00 p.m. the next business day for further action by Purchaser. If the Purchaser elects to have the Contractor perform these services, they will issue a separate Purchase Order Request beforehand. If a safety problem is noted, which is not within the Contractor's area of responsibility or expertise, written notice of such problem shall immediately be furnished to Purchaser by the Contractor. In addition, Contractor shall fully cooperate during investigation.
- f. Emergency Service Request is defined as an entrapment, or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Purchaser will notify contractor of a situation, and by mutual agreement contractor will immediately dispatch a technician.

Contractor will keep the customer informed as to the technician(s) estimated time of arrival, every 15 minutes. The contractor and the technician will make any emergency their first priority. Emergency service calls are billable at the standard hourly rate in 15-minute increments. After 60 minutes, the designated Owner's representative has the authority to call the local Fire Department for extractions. Contractor shall pay for all damages, both material and labor caused by Fire Department personnel if the call to the Fire Department was caused by a failure to respond within the time limited established.
- g. Emergency Service Requests Response Time is counted from the end of the phone call requesting repair to when the Contractor's Service Technician arrives onsite. Contractor shall respond to all Emergency Service Requests in accordance with the following standards:
 - i. Weekdays between 6 am to 6 pm: 60 minutes
 - ii. All other days/hours: 60 minutes
 - iii. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Equipment service and inconvenience to users is absolutely minimized.

- iv. Contractor shall mobilize all necessary resources, including labor, equipment, tools, parts and materials as required to complete Services required.
- h. Routine Service Request Response Time is counted from the end of the phone call requesting repair to when the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Routine Service Requests in accordance with the following standards:
 - i. Weekdays between 6 am to 6 pm: 2 hours
 - ii. All other days/hours: 3 hours
 - iii. Routine Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Equipment service and inconvenience to users is absolutely minimized.
 - iv. Contractor shall mobilize all necessary resources, including labor, equipment, tools, parts and materials as required to complete the Required Services.
- i. Any and all remote monitoring equipment and on-going monthly service shall be at the Contractor's total expense.
- j. Contractor shall assign an Equipment Mechanic to assist with emergency generator tests at no additional cost to Purchaser.

5. SERVICE TICKETS.

- a. After each Service call and regularly scheduled Preventative Maintenance, a legible ticket will be completed indicating the date of Services, location, description and condition of Equipment being Serviced, Services performed, parts replaced, total hours on the job and the Service Technician performing the Service. In the case of an Equipment shutdown or repair, the Service ticket will describe the cause of the Equipment failure and the action taken to correct the failure. Upon Purchaser's request, Contractor shall provide a written report of all Service tickets.
- b. Contractor shall send Purchaser copies of all tickets, callback logs, extra billing, test reports, and repairs for a specified time period. Contractor will, upon request, provide Purchaser with written recommendations to minimize callbacks based on the analysis of the callback trends.
- c. All Service tickets shall be left with Purchaser or available via online portal after all visits. Service tickets shall be separated for Preventative Maintenance completed. Copies of Service tickets shall be included with Contractor Invoices.

6. GENERAL SERVICES REQUIREMENTS.

- a. All Services shall be conducted in a manner consistent with Purchaser's intent to provide uninterrupted service. The Equipment must provide reliable and safe transportation on a continuous basis, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.
- b. Contractor shall notify Purchaser if Services will generate excessive noise and shall schedule such Services with Purchaser in advance.
- c. Overtime Service required or requested shall be scheduled and approved with the Purchaser in advance.
- d. All records and documents pertaining to the Equipment provided to Contractor by Purchaser shall be kept current and in good condition and shall be returned to Purchaser upon demand or upon termination the Purchaser's ordering document.

- e. Contractor shall provide Purchaser, prior to commencement of Services, with Safety Data Sheets (hereafter "SDS") for products Contractor intends to employ under the Purchaser's ordering document.
- f. Contractor will provide their own appropriate service manuals, adjusting manuals, and technical manuals for all Equipment for use by the Contractor during the term of the contract.
- g. Removal of Equipment from service shall be scheduled with Purchaser. Contractor shall notify Purchaser before any Equipment is removed from service and when such Equipment is placed back in normal service. Emphasis shall be placed on keeping the Equipment operating during the day.
- h. Downtime notification is required according to the following schedule:
 - i. Emergency Shut Down. Purchaser is to be notified immediately by phone, cell phone, pager or radio of emergency repairs or safety issues at time of detection. At minimum, a voice-mail message is required.
 - ii. Short Shut Down. Purchaser is to be informed in writing (e-mail acceptable) three (3) days in advance when Equipment will be taken down for two (2) hours to eight (8) hours for non-emergency service/repair/upgrade.
 - iii. Major Shut Down. Purchaser is to be informed in writing (e-mail acceptable) one week in advance when an unit will be taken down for more than one (1) day for non-emergency service/repair/upgrade.
- i. Contractor shall immediately shut down and remove the Equipment from service when it appears to Contractor to be unsafe or operating in a manner which might cause injury to anyone using said Equipment. Contractor shall provide Purchaser written notice of such action immediately, stating the reason the Equipment was placed out of service and corrective measures required to place the Equipment in service. Written notice shall be provided by Contractor before Contractor's personnel leave the jobsite.
- j. Contractor shall provide Purchaser with the names of mechanics and mechanics in charge ("Service Technicians") that will be performing the Services at least five (5) days prior to Purchaser's ordering document start date. All Contractor's Service Technicians that perform must pass a security background check before performing Services. If there is a change in the Service Technician assigned to Purchaser, Contractor's supervisory staff must notify Purchaser prior to the replacement technician's first visit.
- k. Purchaser reserves the right to request Contractor to replace any or all Service Technicians assigned to its buildings if it deems they are not performing in a satisfactory manner, or such personnel who refuse to comply with Purchaser's policies and guidelines.
- l. Contractor's Service Technicians shall wear clean, neat, well-maintained uniforms identifying them as employees of Contractor for ease of identification by Purchaser.
- m. Contact shall be made with Purchaser upon Contractor's arrival and upon completion of Service or any time Contractor's Service Technician leave the site.
- n. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures of the Services at no extra cost to Purchaser.
- o. Contractor shall provide a written procedure of their "Lock Out-Tag Out" to Purchaser prior to performing any Services.

- p. Contractor is required to maintain the entire Equipment system in a clean manner at all times. Contractor shall furnish a fireproof metal trash container in each machine room. Contractor shall insure that all areas are clean and salvaged materials or scraps are removed before leaving jobsite. This includes but is not limited to: removal of oily rags, removal of dirt, grease, and lint, maintaining the exterior of all Equipment free of lint, dirt, oil, grease, clean all machine room equipment including: floors, controller/selector, car top, hoistway door track, hanger, interlock, header, strut, hoistway side of sills, underside of car platform, car guides, car door operator, track, hangers, inside area of header, crosshead, guide rail/bracket, fascia, dust cover, pit and inside car station, hall station, lantern, and lobby panel. The cleaning must be to a minimum of Equipment Industry standards, and shall be to the full satisfaction of Purchaser. If Purchaser decides the cleaning level is below Purchaser's standards, Purchaser has the option of performing necessary clean-up actions or bringing in another contractor to do so (with the prior notice provided to Contractor). All costs of the cleaning by other contractors or by Purchaser shall be reimbursed by the Contractor.
- q. Contractor will be fully responsible for removal and disposal of all oils, greases, solvents and soiled cleaning cloths/rags that are used in performing the Services. All material will be disposed of in accordance with all applicable present or future City, State and Federal Laws and Regulations.
- r. Contractor shall maintain at all times the original Equipment speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit to ensure that unit is kept operating continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.
- s. Contractor shall maintain the following minimum Equipment performance requirements.
 - i. Speed:
 - +/- 3% in both directions under all loading conditions for all geared/gearless elevators.
 - +/-10% in both directions under all loading conditions for hydraulic elevators.
 - ii. Door closing time:
 - Measured from start of door closing until the hoistway doors are fully closed, will be the minimum permitted by Code.
 - iii. Door dwell time:
 - As permitted by The Americans with Disability Act, as now or hereafter amended.
 - iv. Floor leveling accuracy:
 - As required by Code.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

7. REPLACEMENT PARTS.

7.1 Inventory.

- a. Contractor shall mark and identify all lubricating oils and cleaning solvents that are stored onsite. All storage cans shall be Code approved. All unmarked cans shall be removed from the

Purchaser's premises. Machine rooms shall not be used for storage of materials or items that do not pertain to the Preventative Maintenance of the Purchaser's Equipment.

- b. In performing the Services, Contractor agrees to provide only manufacturer approved parts used by the manufacturers of the Equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the Equipment. If Contractor wishes to provide parts or lubricants other than recommended by the Equipment manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. These replacement parts shall not be considered an upgrade of Equipment and shall be provided by Contractor at no additional cost to the Purchaser.
- c. Contractor shall use commercially reasonable efforts to procure replacement parts in the most expeditious manner available.
- d. Parts requiring repair shall be rebuilt to "as new" condition.
- e. Contractor shall provide written documentation if the replacement part is not available and that the Contractor has exhausted all research in obtaining such replacement parts. Such research would be the review of all firms as listed in the latest edition of Elevator World - "The Source". All local supply firms, including other Equipment contractor's must also be researched for availability of replacement parts. If the replacement part is not available, Purchaser shall pay the cost for such replacement part. Contractor shall provide all documentation of the replacement costs. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement shall not be of the "proprietary" type and the Contractor shall provide, in writing, the manufacturer, type and model of the proposed replacement part.

7.2 Microprocessors.

- a. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor/solid state equipment used for each system. This includes all solid-state boards located in the machine room, fixture stations, car tops or any other location.
- b. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions on all equipment.
- c. Purchaser shall pay for all costs if the original manufacturer must be brought onsite to re-program the system or be required to place the equipment in service.

8. SERVICE LEVEL EXPECTATIONS.

Contractor agrees to maintain the service level expectations detailed in the following table:

Service	Description	Arrival Time
Emergency Entrapment	ELTEC will keep the customer informed as to the technician(s) estimated time of arrival every 15 minutes beyond the first hour. The contractor and the technician will make any emergency their priority. Emergency service calls are billable at an hourly rate in 15-minute increments, including one-way travel time from the local dispatch point.	Within 60 minutes
		Resolution Time Within 60 minutes
Routine Service Response Time	Response time is counted from the end of the phone call requesting repair to when the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor	Response Time (weekdays between 6 am to 6 pm)
		2 hours
		Response Time (all other days/hours) 3 hours
Scheduled Maintenance - Short Shut Down	Purchaser is to be informed in writing (e-mail acceptable) three (3) business days in advance when equipment will be taken down for two (2) hours to eight (8) hours for non-emergency service and repair.	Notification Time
		3 business days
Scheduled Maintenance - Major Shut Down	Purchaser is to be informed in writing (e-mail acceptable) one (1) week in advance when a unit will be taken down for more than one (1) day for non-emergency service and repair.	Notification Time
		1 week

Exhibit B

Prices for Services

Parts				
Cost plus for Replacement Parts:		15%		
Cost plus for Refurbished Parts:		15%		
Hourly Rates				
Counties	Mechanic (hourly)	Mechanic (hourly) Overtime, 6 pm to 6 am	Mechanic in Charge (hourly)	Mechanic in Charge (hourly) Overtime, 6 pm to 6 am
Adams	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Asotin	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing wage + 80%	Prevailing Wage + 80%
Benton	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Chelan	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Clallam	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Clark	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Columbia	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Cowlitz	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Douglas	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Ferry	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Franklin	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Garfield	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Grant	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Gray's Harbor	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Island	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Jefferson	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
King	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Kitsap	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Kittitas	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%

MASTER CONTRACT NO. 01219 ELEVATOR INSPECTIONS, MAINTENANCE, & REPAIRS
(Rev. 4-24-2017)

Klickitat	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Lewis	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Lincoln	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Mason	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Okanogan	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Pacific	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Pend Oreille	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Pierce	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
San Juan	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Skagit	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Skamania	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Snohomish	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Spokane	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Stevens	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Thurston	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Wahkiakum	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Walla Walla	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Whatcom	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Whitman	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%
Yakima	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%	Prevailing Wage + 80%

Exhibit C

Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability Insurance for the Indemnity provided under this Master Contract.
 - **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - **EMPLOYERS LIABILITY (STOP GAP) INSURANCE.** Employers liability Insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability policy required by this Master Contract.
2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such Insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of Insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional Insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-057

File ID:	AB2021-057	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutors George Roche and Brandon Waldron: *Petrogas v. Whatcom County Assessor*, Washington Board of Tax Appeals Docket Nos. 17-002, 18-003, 18-004, 18 141, and 18-142. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutors George Roche and Brandon Waldron: *Petrogas v. Whatcom County Assessor*, Washington Board of Tax Appeals Docket Nos. 17-002, 18-003, 18-004, 18 141, and 18-142. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/12/2021	Council Committee of the Whole-Executive Session	WITHDRAWN	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-073

File ID:	AB2021-073	Version:	1	Status:	Agenda Ready
File Created:	01/19/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion of proposed ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed ordinance would temporarily close a portion of 4th Street in Custer, Washington, to allow Tony's Tavern to establish an outdoor seating area to be utilized until one week (seven days) after the last state or local mandate is lifted that limits the business to less than 100 percent capacity for indoor services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance

ORDINANCE NO. _____

**AUTHORIZING CLOSURE OF A PORTION OF 4TH STREET IN CUSTER, WASHINGTON,
RELATED TO COVID-19 ECONOMIC RELIEF**

WHEREAS, the Governor has issued many emergency proclamations and mandates to stop the spread of the COVID-19 virus; and

WHEREAS, the County Executive has issued a Proclamation of Emergency to stop the spread of the COVID-19 virus; and

WHEREAS, these mandates have effectively closed many businesses, while not defined as essential, are essential to the families they support; and

WHEREAS, restaurants, bars, and taverns have been able to serve customers as long as they can provide outdoor seating; and

WHEREAS, some restaurants are not able to accommodate the outdoor space needed without using the public right of way or public road; and

WHEREAS, Whatcom County's financial resources are limited; and

WHEREAS, business assistance can come in the form of non-monetary solutions; and

WHEREAS, Chapter 12.06.010 of the Whatcom County Code, by referring to Chapter 46.44.080 of the Revised Code of Washington, requires that each temporary road closure or restriction be authorized by the County Council through ordinance; and

WHEREAS, the Whatcom County Council is authorized to close the road according to the provisions of RCW 36.32.120 Section 2; and

WHEREAS, Tony's Tavern in Custer, Washington, has requested the County temporarily close a section of road in order to facilitate their ability to run their multigenerational family owned business; and

WHEREAS, Tony's Tavern will set up weather appropriate outdoor seating in the section of roadway being closed to operate their business.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department is hereby directed, subject to further consideration for re-establishing access for adjoining property owners and the public, to close the section of 4th Street that is adjacent to Tony's Tavern with the southern boundary being the intersection of 4th and Main and extending to the end of Tony's Tavern's property line as the northern boundary or less.

BE IT FURTHER ORDAINED that the duration of closure will conclude one week (seven days) after the last state or local mandate has been lifted that limits Tony's business to less than 100 percent capacity for indoor services.

1 **BE IT FURTHER ORDAINED** that as a condition of road closure, Tony's Tavern will
2 install proper signs and barriers approved by Whatcom County Public Works at the approved
3 locations, allowing pedestrian and non-motorized vehicles access along said portions of
4 closed roads.

5
6 **BE IT FINALLY ORDAINED** that, if available, signage and barriers may be provided
7 by Whatcom County Public Works at no cost.

8
9 **ADOPTED** this ____ day of _____, 2021.

10
11
12
13 **ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

14
15
16 _____
17 Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

18
19
20 **APPROVED AS TO FORM:**

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

21
22
23
24 _____
25 Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-219

File ID:	AB2020-219	Version:	1	Status:	Agenda Ready
File Created:	05/13/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	DISCUSSED	
06/02/2020	Council	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
07/07/2020	Council Committee of the Whole	DISCUSSED	
07/21/2020	Council Committee of the Whole	DISCUSSED	
08/05/2020	Council Committee of the Whole	DISCUSSED	
09/15/2020	Council Committee of the Whole	DISCUSSED	
09/29/2020	Council Committee of the Whole	DISCUSSED	
10/13/2020	Council Committee of the Whole	DISCUSSED	
10/27/2020	Council Committee of the Whole	DISCUSSED	
11/10/2020	Council Committee of the Whole	DISCUSSED	
11/24/2020	Council Committee of the Whole	DISCUSSED	

12/08/2020	Council Committee of the Whole	DISCUSSED
01/12/2021	Council Committee of the Whole	DISCUSSED

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-072

File ID:	AB2021-072	Version:	2	Status:	Agenda Ready
File Created:	01/19/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Whatcom County Auditor to provide 2020 General Election review

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Auditor Diana Bradrick to provide information on the 2020 General Election

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: MIN2021-002

File ID:	MIN2021-002	Version:	1	Status:	Agenda Ready
File Created:	01/14/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for January 12, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Committee of the Whole Exec Jan 12 2021

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

**VIRTUAL MEETING - ENDS NO LATER THAN 10:10 A.M.; AGENDA
REVISED 1.12.2021**

Tuesday, January 12, 2021

9:30 AM

Virtual Meeting

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 9:32 a.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

Attorneys Present: George Roche and Karen Frakes.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110 (1)(i)]. Executive session will conclude no later than 10:15 a.m. If the meeting extends beyond the stated conclusion time, Council staff will make a public announcement.

Donovan moved to go into executive session until no later than 10:15 a.m. to discuss the agenda items pursuant to the 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

Absent: 1 - Elenbaas (joined the meeting after the vote)

1. [AB2021-019](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: El-Tahel v. Whatcom County, Whatcom County Sheriff's Department, Bill Elfo, Adam Miller, USDC no. 2:20-cv-01830JCC [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

This agenda item was DISCUSSED.

Items Added by Revision

2. [AB2021-057](#) Discussion of pending litigation with Civil Deputy Prosecutors George Roche and Brandon Waldron: Petrogas v. Whatcom County Assessor, Washington Board of Tax Appeals Docket Nos. 17-002, 18-003, 18-004, 18 141, and 18-142. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

This agenda item was WITHDRAWN.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 10:11 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: MIN2021-003

File ID:	MIN2021-003	Version:	1	Status:	Agenda Ready
File Created:	01/15/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for January 12, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Jan 12 2021

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - ENDS NO LATER THAN 3:30 P.M.

Tuesday, January 12, 2021

2:25 PM

Virtual Meeting

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 2:25 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

1. [AB2020-345](#) Discussion of proposed Cherry Point amendments

Eddy Ury, RE Sources, updated the Councilmembers on the process for revisions to the draft Cherry Point amendments.

He and Councilmembers discussed progress on language regarding greenhouse gas, and the question about insurance.

This agenda item was DISCUSSED.
2. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Erika Lautenbach, Health Department Director, presented information about increases in COVID-19 cases by region and age group, state and county trends, and the current chances of contracting the virus in various sizes of gatherings, then she answered questions.

The following additional person also spoke:
 - Satpal Sidhu, County Executive
Councilmembers discussed how to solve the problem of people not following recommendations, looking at current messaging, supporting small businesses, and being examples as leaders.

Donovan moved to adjourn the meeting. The motion was seconded by Frazey.

Lautenbach stated they have a presentation still to give on vaccination planning.

Donovan withdrew his motion to adjourn.

Amy Hockenberry, Health Department, gave a presentation about vaccination planning for Whatcom County.

Lautenbach answered questions about the data she presented, whether her data on cases included secondary transmissions, and COVID-19 testing at Camp 210.

Donovan moved to adjourn the meeting. The motion was seconded by Frazey.

The motion to adjourn carried by the following vote:

Aye: 4 - Donovan, Frazey, Browne, and Buchanan

Nay: 2 - Kershner and Byrd

Abstain: 1 - Elenbaas

This agenda item was DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 3:47 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: MIN2021-004

File ID:	MIN2021-004	Version:	1	Status:	Agenda Ready
File Created:	01/18/2021	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for January 12, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft Minutes Special Council Jan 12 2021

Whatcom County Council (Special)

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



Draft Minutes

**VIRTUAL MEETING - MAY BEGIN EARLIER THAN 3:40 P.M., ENDS NO
LATER THAN 5 P.M.**

Tuesday, January 12, 2021

3:40 PM

Virtual Meeting

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 3:55 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Special Order of Business

1. [AB2021-028](#) Reorganization of the Whatcom County Council for 2021

County Council Committee Assignments

Elenbaas moved that all committee and board assignments be kept the same in 2021 as in 2020. The motion was seconded by Byrd.

Councilmembers discussed the motion.

The motion failed by the following vote:

Aye: 3 - Elenbaas, Kershner, and Byrd

Nay: 4 - Frazey, Browne, Buchanan, and Donovan

Council Chairperson (Acts as Chair of Council acting in other capacities,
Rep to EDI Board, Law Library Board, County Finance Committee)

Browne moved to nominate Buchanan. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

Council Vice-Chairperson

Browne moved to nominate Frazey. The motion was seconded by Donovan.

Byrd moved to nominate Byrd. The motion was seconded by Elenbaas.

Councilmembers discussed the motion.

Frazey was appointed by the following vote:

Frazey: 5 - Browne, Buchanan, Byrd, Donovan, and Frazey
Byrd: 2 - Kershner and Elenbaas

Executive Pro-Tempore (Cannot be on COG)

Frazey moved to nominate Browne. The motion was seconded by Buchanan.

Byrd stated that he would withdraw his name from consideration.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Standing Committees

Criminal Justice and Public Safety

Buchanan moved to appoint Buchanan, Byrd, and Frazey by acclamation.

The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

Finance & Administrative Services - Chair of Finance Committee will
automatically act as Council Rep. to What-Comm Administrative Board

Kershner stated that she was withdrawing her name.

Buchanan moved to appoint Browne, Byrd, and Frazey by acclamation. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 6 - Byrd, Donovan, Frazey, Kershner, Browne, and Buchanan

Nay: 1 - Elenbaas

Planning & Development

Byrd moved that the committee members be kept the same as in 2020

(Elenbaas, Browne, and Byrd). The motion was seconded by Elenbaas.

Frazey moved to nominate Donovan and **Browne moved** to nominate himself. But they **withdrew** their motions in order to dispense with the first motion.

Byrd's motion failed by the following vote:

Aye: 3 - Elenbaas, Kershner, and Byrd

Nay: 4 - Donovan, Frazey, Browne, and Buchanan

Frazey moved to nominate Donovan. The motion was seconded by Donovan.

Browne stated they should nominate all four people at the same time so **Frazey withdrew** her motion.

Browne moved to nominate Browne, Byrd, Donovan, and Elenbaas. The motion was seconded by Byrd.

Councilmembers discussed the motion.

Browne, Donovan, and Elenbaas were appointed by the following vote:

Browne: 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan, and Donovan

Byrd: 3 - Elenbaas, Kershner, and Donovan

Donovan: 4 - Frazey, Browne, Buchanan, and Donovan

Elenbaas: 5 - Elenbaas, Frazey, Kershner, Browne, and Buchanan

Abstain: 1 - Byrd

After the vote, Byrd conceded.

Public Works and Health

Buchanan moved to appoint Donovan, Frazey, and Kershner by acclamation. The motion was seconded by Browne.

Kershner stated she would like to withdraw her name from consideration.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed the item and Buchanan stated that he would join the committee if no one else wants to.

Donovan moved a to nominate Buchanan. The motion was seconded by

Frazey.

Buchanan amended his motion and moved to nominate Donovan, Frazey, and Buchanan. The motion was seconded by Browne.

Elenbaas moved to nominate Kershner so Donovan stated he would withdraw his motion to nominate Buchanan if Kershner would like the position. Kershner did not accept the nomination.

The motion to appoint Donovan, Frazey and Buchanan carried by the following vote:

Aye: 5 - Frazey, Kershner, Browne, Buchanan, and Donovan

Nay: 0

Abstain: 2 - Byrd and Elenbaas

Clerk's note: Councilmembers revisited this item later in the meeting and the appointment changed from what was approved above.

Natural Resources

Buchanan moved to appoint Buchanan, Donovan, and Elenbaas by acclamation. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 0

Abstain: 1 - Byrd

Select 2 Natural Res. Committee members as Representatives to Lake Whatcom Policy Group

Buchanan moved to appoint Elenbaas and Donovan by acclamation. The motion was seconded by Browne.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Abstain: 1 - Byrd

Councilmembers again discussed the appointment for the Public Works and

Health Committee.

Frazey moved to nominate Kershner instead of Buchanan. The motion was seconded by Browne.

Councilmembers discussed the motion and Kershner did not accept the nomination.

Buchanan moved to reconsider the earlier motion for the Public Works and Health Committee. The motion was seconded by Donovan.

The motion to reconsider carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

Abstain: 1 - Byrd

Buchanan moved to nominate Browne, Frazey, and Donovan for the Public Works and Health Committee. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 5 - Donovan, Frazey, Kershner, Browne, and Buchanan

Nay: 0

Abstain: 2 - Byrd and Elenbaas

Other Committee Assignments

Donovan moved to appoint all the positions that only had one person applying for it and he listed those.

Councilmembers discussed the motion.

Donovan amended his motion after discussion to also add any positions asking for two appointments and for which two people put in their name, to appoint Elenbaas as the alternate for the Lummi Island Ferry Advisory Committee, and to appoint Buchanan and Byrd to the Incarceration Prevention and Reduction Task force with Byrd as the alternate, and to withdraw Browne's name from the WSAC Alternate Board Member and the WSAC Legislative Steering Committee (*revisited later*). Those appointments would be as follows:

Bellingham International Airport Advisory

Elenbaas

Bellingham Regional Chamber of Commerce

Byrd

Child and Family Well-Being Task Force

Frazey

Drayton Harbor & Portage Bay Shellfish Protection Districts

Elenbaas

EMS Oversight Board Alternate Representative

Kershner

Flood Control Zone Committee (Ex Officio)

Elenbaas

Incarceration Prevention and Reduction Task Force (And Appoint one alternate)

Buchanan (primary) and Byrd (as the alternate)

Intergovernmental Tribal Relations Committee (Appt. TWO)

Frazey

LEOFF Board

Buchanan

Reserve Officers Board of Trustees - (Appoint TWO)

Byrd and Frazey

Local Emergency Planning Committee (LEPC)

Byrd

Lummi Island Ferry Advisory Committee - Appoint ONE non-voting attendee

Donovan

OPTIONAL: Lummi Island Ferry Advisory Committee Alt. - Appoint TWO alternates if Council wishes

Elenbaas

North Sound Behavioral Health Exec. Committee

Browne

Northwest Clean Air Agency

Donovan

Public Defense Advisory

Kershner

Public Health Advisory Board

Buchanan

Solid Waste Advisory

Frazey

WSAC Timber Counties Caucus

Frazey

The motion was seconded by Browne.

The motion carried by the following vote:

Aye: 6 - Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 0

Abstain: 1 - Byrd

Other Committee Assignments Continued

Councilmembers discussed the following committee and board assignments individually:

Behavioral Health Advisory Committee

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed the advisory committee.

Buchanan moved to nominate Donovan. The motion was seconded by Browne.

The motion carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan, and Donovan

Nay: 0

Abstain: 1 - Byrd

Business and Commerce Advisory Committee (non-voting)

Councilmembers discussed the committee. Kershner requested that her name be withdrawn, so Councilmembers voted between Browne and Byrd.

Browne was appointed by the following vote:

Browne: 5 - Frazey, Browne, Buchanan, Donovan, and Elenbaas

Byrd: 1 - Kershner

Abstain: 1 - Byrd

Council of Governments (COG) Appoint TWO members to serve on the Full Council (cannot be Exec Pro-Tem)

Browne moved to nominate Byrd and Frazey. The motion was seconded by Frazey.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 0

Abstain: 1 - Byrd

Council of Governments (COG) Appoint ONE of the above two members to also serve on the Exec Board and Transportation Policy Board (cannot be Exec Pro-Tem)

Frazey nominated herself.

The nomination carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Abstain: 1 - Byrd

Developmental Disabilities Board

Councilmembers discussed the board.

Buchanan moved to nominate Kershner. The motion was seconded by Browne.

The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

Abstain: 1 - Byrd

EMS Oversight Board Representative

Buchanan and Kershner withdrew their names from consideration.

Buchanan moved to nominate Byrd. The motion was seconded by Browne.

The motion carried by the following vote:

Aye: 6 - Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 0

Abstain: 1 - Byrd

Homeless Strategies Workgroup (Appoint TWO)

Buchanan moved to nominate Buchanan. The motion was seconded by Browne.

Browne moved to nominate himself. The motion was seconded by Buchanan.

Elenbaas moved to nominate Byrd. The motion was seconded by Kershner.

Browne and Buchanan were appointed by the following vote:

Buchanan: 7 - Donovan, Elenbaas, Frazey, Kershner, Browne, Buchanan, and Byrd

Browne: 5 - Donovan, Frazey, Browne, Buchanan, and Byrd

Byrd: 2 - Elenbaas and Kershner

Marine Resources Committee

Councilmembers discussed the committee.

Donovan moved to nominate Elenbaas. The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Browne, Buchanan, and Donovan

Nay: 0

Abstain: 1 - Byrd

Northwest Regional Council (NWRC)

Kershner and Frazey withdrew their names from consideration then Kershner added hers back.

Buchanan moved to nominate Kershner. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Frazey, Kershner, Browne, Buchanan, Donovan, and Elenbaas

Nay: 0

Abstain: 1 - Byrd

Opportunity Council

Councilmembers discussed the board.

Buchanan withdrew his name from consideration then ***moved*** to nominate Browne. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 0

Abstain: 1 - Byrd

WSAC Alternate Board Member (The Executive is the active representative, Councilmember is alternate)

Councilmembers discussed this and the other WSAC positions.

Byrd withdrew his name from consideration.

Frazey moved to nominate Browne. The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Abstain: 1 - Byrd

WSAC Optional Alternate Board Member (Res2019-008)

Councilmembers discussed this board and left it unfilled.

WSAC Legislative Steering Committee

Buchanan moved to nominate Browne. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner, and Browne

Nay: 0

Abstain: 1 - Byrd

WSAC Coastal Counties Caucus

Frazey moved to nominate Donovan. The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 5 - Donovan, Frazey, Kershner, Browne, and Buchanan

Nay: 1 - Elenbaas

Abstain: 1 - Byrd

Whatcom Transportation Authority

Kershner withdrew her name from consideration.

Buchanan moved to nominate Donovan. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 5 - Donovan, Frazey, Kershner, Browne, and Buchanan

Nay: 1 - Elenbaas

Abstain: 1 - Byrd

The committee and board positions were NOMINATED AND APPOINTED (see attached).

See assignments attached

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 5:09 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription

2021 WHATCOM COUNTY COUNCIL COMMITTEE AND BOARD ASSIGNMENTS

As of Jan 12, 2021

Committee Chairs TBD

County Council Committee Assignments	Rud Browne	Barry Buchanan	Tyler Byrd	Todd Donovan	Ben Elenbaas	Carol Frazey	Kathy Kershner
Council Chairperson (<i>Acts as Chair of Council acting in other capacities, Rep to EDI Board, Law Library Board, County Finance Committee</i>)		√					
Council Vice-Chairperson						√	
Executive Pro-Tempore (<i>Can not be on COG</i>)	√						
Standing Committees							
Criminal Justice and Public Safety		√	√			√	
Finance & Administrative Services - <i>Chair of Finance Committee will automatically act as Council Rep. to What-Comm Administrative Board</i>	√		√			√	
Planning & Development	√			√	√		
Public Works and Health	√			√		√	
Natural Resources		√		√	√		
<i>Select 2 Natural Res. Committee members as Representatives to Lake Whatcom Policy Group</i>				√	√		
Other Committee Assignments							
Behavioral Health Advisory Committee				√			
Bellingham International Airport Advisory					√		
Bellingham Regional Chamber of Commerce			√				
Business and Commerce Advisory Committee (non-voting)	√						
Child and Family Well-Being Task Force						√	
Council of Governments (COG) <i>Appoint TWO members to serve on the Full Council (can not be Exec Pro-Tem)</i>			√			√	
Council of Governments (COG) <i>Appoint ONE of the above two members to also serve on the Exec Board and Transportation Policy Board (cannot be Exec Pro-Tem)</i>						√	
Developmental Disabilities Board							√
Drayton Harbor & Portage Bay Shellfish Protection Districts					√		
EMS Oversight Board <i>Representative</i>			√				
EMS Oversight Board <i>Alternate Representative</i>							√
Flood Control Zone Committee (Ex Officio)					√		
Homeless Strategies Workgroup (<i>Appoint TWO</i>)	√	√					
Incarceration Prevention and Reduction Task Force (<i>And Appoint one alternate</i>)		√	ALT				
Intergovernmental Tribal Relations Committee (<i>Appt. TWO</i>)						√	
LEOFF Board		√					
Reserve Officers Board of Trustees - (<i>Appoint TWO</i>)			√			√	
Local Emergency Planning Committee (LEPC)			√				
Lummi Island Ferry Advisory Committee - <i>Appoint ONE non-voting attendee</i>				√			
OPTIONAL: Lummi Island Ferry Advisory Committee Alt. - Appoint TWO alternates if Council wishes					√		
Marine Resources Committee					√		
North Sound Behavioral Health Exec. Committee	√						
Northwest Clean Air Agency				√			
Northwest Regional Council (NWRCC)							√
Opportunity Council	√						
Public Defense Advisory							√
Public Health Advisory Board		√					
Solid Waste Advisory						√	
WSAC Alternate Board Member (The Executive is the active representative, Councilmember is alternate)	√						
WSAC <i>Optional Alternate</i> Board Member (Res2019-008)							
WSAC Legislative Steering Committee	√						
WSAC Timber Counties Caucus						√	
WSAC Coastal Counties Caucus				√			
Whatcom Transportation Authority				√		527	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-028

File ID:	AB2021-028	Version:	1	Status:	Appointed
File Created:	01/05/2021	Entered by:	LBruner@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Reorganization of the Whatcom County Council for 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Reorganization of the Whatcom County Council for 2021, including selection of officers and Council committee/board assignments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/12/2021	Council (Special)	NOMINATED AND APPOINTED	

Attachments: Committee Assignments to Fill 1.26.2021, Committee Descriptions 2021

2021 WHATCOM COUNTY COUNCIL COMMITTEE AND BOARD ASSIGNMENTS
Committee Chairs TBD

As of Jan 12, 2021

County Council Committee Assignments	Rud Browne	Barry Buchanan	Tyler Byrd	Todd Donovan	Ben Elenbaas	Carol Frazey	Kathy Kershner
Council Chairperson (<i>Acts as Chair of Council acting in other capacities, Rep to EDI Board, Law Library Board, County Finance Committee</i>)		√					
Council Vice-Chairperson						√	
Executive Pro-Tempore (<i>Can not be on COG</i>)	√						
Standing Committees							
Criminal Justice and Public Safety		√	√			√	
Finance & Administrative Services - <i>Chair of Finance Committee will automatically act as Council Rep. to What-Comm Administrative Board</i>	√		√			√	
Planning & Development	√			√	√		
Public Works and Health	√			√		√	
Natural Resources		√		√	√		
Select 2 Natural Res. Committee members as Representatives to Lake Whatcom Policy Group				√	√		
Other Committee Assignments							
Behavioral Health Advisory Committee				√			
Bellingham International Airport Advisory					√		
Bellingham Regional Chamber of Commerce			√				
Business and Commerce Advisory Committee (non-voting)	√						
Child and Family Well-Being Task Force						√	
Council of Governments (COG) Appoint TWO members to serve on the Full Council (can not be Exec Pro-Tem)			√			√	
Council of Governments (COG) Appoint ONE of the above two members to also serve on the Exec Board and Transportation Policy Board (cannot be Exec Pro-Tem)						√	
Developmental Disabilities Board							√
Drayton Harbor & Portage Bay Shellfish Protection Districts					√		
EMS Oversight Board Representative			√				
EMS Oversight Board Alternate Representative							√
Flood Control Zone Committee (Ex Officio)					√		
Homelss Strategies Workgroup (Appoint TWO)	√	√					
Incarceration Prevention and Reduction Task Force (And Appoint one alternate)		√	ALT				
Intergovernmental Tribal Relations Committee (Appt. TWO)						√	
LEOFF Board		√					
Reserve Officers Board of Trustees - (Appoint TWO)			√			√	
Local Emergency Planning Committee (LEPC)			√				
Lummi Island Ferry Advisory Committee - Appoint ONE non-voting attendee				√			
OPTIONAL: Lummi Island Ferry Advisory Committee Alt. - Appoint TWO alternates if Council wishes					√		
Marine Resources Committee					√		
North Sound Behavioral Health Exec. Committee	√						
Northwest Clean Air Agency				√			
Northwest Regional Council (NWRC)							√
Opportunity Council	√						
Public Defense Advisory							√
Public Health Advisory Board		√					
Solid Waste Advisory						√	
WSAC Alternate Board Member (The Executive is the active representative, Councilmember is alternate)	√						
WSAC Optional Alternate Board Member (Res2019-008)							
WSAC Legislative Steering Committee	√						
WSAC Timber Counties Caucus						√	
WSAC Coastal Counties Caucus				√			
Whatcom Transportation Authority				√		529	

2021 WHATCOM COUNTY COUNCIL COMMITTEES

Criminal Justice and Public Safety Committee
Council Meeting – Tuesdays

Finance and Administrative Services Committee
Council Meeting - Tuesdays

Natural Resources Committee
Council Meeting - Tuesdays

Planning and Development Committee
Council Meeting - Tuesdays

Public Works and Health Committee
Council Meeting - Tuesdays

Behavioral Health Advisory Committee

Meets quarterly on the 2nd Monday of every third month– (January 11, April 12, July 12, and October 11, 2021) from 3:30 p.m. to 5 p.m. (meetings held virtually until further notice)

Purpose: To fund a county wide infrastructure for behavioral health programs and services, emphasizing expansion or new development, which will benefit citizens who are impacted by mental illness and chemical dependency. The goal is to promote their resilience and their recovery from mental illness and chemical dependency, and to reduce their need to utilize costly and less effective interventions of emergency services and the criminal justice system.

Bellingham International Airport Advisory Committee (BIAAC)

Meets quarterly on the 2nd Thursday at 4 p.m. Meeting Dates January 14, April 8, July 15 (3rd Thursday) and October 14, 2020 (Meetings to be held via tele/video conference until further notice)

Purpose: The BIAAC serves as the advisory committee to the Commission of the Port of Bellingham to provide input from aviation professionals and the community about the airport. The members of the committee serve to provide both technical input and a community perspective to the Commission about airport operations, development, community partnerships, services and impacts.

Bellingham Regional Chamber of Commerce

Meets approximately nine times a year on the 2nd Thursday of the month (excluding May, August, and December) from 3:30pm-5:30pm. In addition to the nine meetings, there are usually a summer and winter social. Contact Guy Occhiogrosso at guy@bellingham.com for meeting information.

Purpose: This is a non-voting ex-officio position on the Board of Directors for the Bellingham Regional Chamber of Commerce. The mission of the Chamber

is to provide a unified business voice to promote a healthy community economy

Business and Commerce Advisory Committee (non-voting member) Meets monthly. Meeting information is on the County's Boards and Commissions website <https://wa-whatcomcounty.civicplus.com/2889/Business-and-Commerce-Advisory-Committee>

Purpose: The committee will advise the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development. The committee will report directly to the County Council as necessary to carry out the following functions: Review and provide recommendations on comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County. Assist the county and provide recommendations on efforts to improve business conditions, environment and infrastructure. Assist and develop recommendations for comprehensive economic development efforts of Associate Development Organizations (ADO) and other issues impacting business in Whatcom County. Develop recommendations and strategies for ensuring the county applies a client-focused approach to support businesses with regulations, permitting, and planning.

Child and Family Well-being Task Force Meeting times – TBD

Purpose: Continually review Whatcom governmental impact on children and families and make specific recommendations for improvements for all departments.

County Finance Committee (The Council Chair is automatically a member of this committee)

Meets quarterly – Specific days and times will be available the beginning of 2021. Please contact KBThomas@co.whatcom.wa.us to verify meeting dates and location. Meetings held via Zoom until further notice.

Purpose: RCW [36.48.070](#) County finance committee—Approval of investment policy and debt policy—Rules. The county treasurer, the county auditor, and the chair of the county legislative authority, ex officio, shall constitute the county finance committee. The county treasurer shall act as chair of the committee and the county auditor as secretary thereof. The committee shall keep a full and complete record of all its proceedings in appropriate books of record and all such records and all correspondence relating to the committee shall be kept in the office of the county auditor and shall be open to public inspection. The committee shall approve county investment policy and a debt policy and shall make appropriate rules and regulations for the carrying out

of the provisions of RCW [36.48.010](#) through [36.48.060](#), not inconsistent with law.

Developmental Disabilities Board

Meets every other month – 4th Monday at 4:30 p.m. starting January 25, 2021). May meeting occurs on the third Monday. (Meetings are held virtually until further notice. Please contact jilee@co.whatcom.wa.us to verify meeting dates and log-in information.

Purpose: The Board shall serve in an advisory capacity to the Health Department. The Board plans and coordinates services for individuals with developmental disabilities. Members shall include but not be limited to representatives of public, private, or voluntary agencies, representatives of local government units and citizens knowledgeable about developmental disabilities.

Drayton Harbor and Portage Bay Shellfish Protection District Advisory Committees (meet together)

Meets Quarterly on the last Wednesday of January, April, July, and October from 3 p.m. to 5:30 p.m. at the Planning and Development Services conference room (location may change to Public Works at the Civic Center for 2020)

****The Birch Bay Shellfish Protection District is not currently meeting and was dissolved in 2019.**

Purpose: Members must be property owners that reside within the Shellfish Protection District or have a direct interest from one of the following groups: Commercial Shell fishing, Agriculture, Ports, Fish Processing, Recreational Boating, Blaine City Council, or Drayton Harbor Management Committee. The board's duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor watershed, the Portage Bay Watershed and to re-open or maintain rear-round shellfish harvesting.

EMS (Emergency Medical Services) Oversight Board

Meets Quarterly on the second Wednesday of the month from 2:00 – 3:00 p.m. (Anticipated meeting dates are March 10, June 9, Sept. 8 and Dec. 8, 2020) in Conference Room 514

Purpose: The Board shall with the active advise and participation of the Technical Advisory Board, make recommendations to the Whatcom County and the Cities and Fire Districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting. The Board will be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system. The Board will meet at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations.

Flood Control Zone Advisory Committee

Meets every month – 2nd Thursday at 7 p.m. (Meetings held virtually - UNLESS OTHERWISE NOTED)

Purpose: Committee assists and makes recommendations to the Flood Control Zone District 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. Serves as an Ex-Officio member (non-voting).

Homeless Strategies Workgroup

Meets every two weeks. Subcommittees meet on an as-needed basis, and subcommittee participation is voluntary. Meetings are currently held remote-only via zoom. Meeting information can be found at <https://whatcomcounty.us/2748/Homeless-Strategies-Workgroup-Meeting-In>.

Purpose: The purpose of the Homeless Strategies Workgroup (HSW), is to identify additional temporary winter shelters, added capacity for year-round shelters, and additional opportunities to address the needs of the county's homeless population, as well as create a communication network for organizations to work together better. Six subcommittees (membership voluntary) include: Unsheltered, Winter/Severe Weather, Youth, Families, Funding Strategies, and Communications. HSW membership includes two (2) Whatcom County Councilmember positions.

Incarceration Prevention and Reduction Task Force

Meets monthly. Subcommittees meet monthly or every other month. Meetings are currently held remote-only via zoom. Meeting information can be found at <http://wa-whatcomcounty.civicplus.com/2188/Task-Force-Meeting-Information>

Purpose: The purpose of the Incarceration Prevention and Reduction Task Force is to continually review Whatcom County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

Intergovernmental Tribal Relations Committee

Meets on an as-needed basis

This committee consists of two County Councilmembers along with an unspecified number of tribal delegates serving on an as-needed basis as a liaison committee between the Whatcom County Council and either or both

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of the two Native American governments in Whatcom County. Meetings are not regularly scheduled, but can be requested by either or both tribal governments, or by the County Council. Committee members shall merely act in a representative capacity, and all final decisions on behalf of Whatcom County shall be made by vote of the entire County Council as provided in the Whatcom County Charter.

LEOFF Board

Meets Monthly - 2nd Wednesday at 9 a.m.

(Meetings held via Zoom until further notice)

Purpose: Per RCW 41.26 Whatcom County administers the Whatcom County Law Enforcement Officers' and Firefighters' Plan (LEOFF) 1 Disability Board. This board has jurisdiction over the police and fire agencies in Whatcom County, excluding the City of Bellingham Police and Fire Departments. The Leoff Board reviews and approves all eligible disability and medical claims submitted by Leoff 1 members. The Rules and Procedures that govern their actions follow State Retirement System laws.

Local Emergency Planning Committee (LEPC)

Meetings are being held virtually through GoTo or Zoom. Meeting dates for 2021 are January 26, April 27, September 28 and November 23 from 1:30 – 3:30

Purpose: The LEPC was created in 1987 to fulfill local hazardous materials responsibilities designated by congress in the Superfund Amendment Reauthorization Act (SARA) Title III. The State of Washington implemented the congressional mandate with the adoption of WAC 118.

Also known as the Emergency Planning and Community Right-to-Know Act (EPCRA), the legislation requires LEPCs to develop a local hazardous materials response plan and to maintain public files that show chemical inventories of facilities regulated by the Act. The Whatcom County Sheriff's Office Division of Emergency Management and the City of Bellingham Office of Emergency Management facilitate the activities of the LEPC. The Chair of the Committee is elected annually.

It was the legislative intent of the Act that LEPCs be composed of a broad cross-section of the community including: state and local elected officials, response organizations, health officials, community groups, environmental organizations, and regulated businesses and industries.

Lummi Island Ferry Advisory Committee (LIFAC)

Work Sessions and Meetings are generally held on the second Wednesday of each month at 6 p.m. Meeting dates are subject to change with appropriate notice. Meetings are held via on-line until further notice.

One councilmember will be a designated, non-voting attendee as per the 1/28/2014 Public Works Committee Meeting. Need two alternates.

Purpose: The Committee provides review and recommendations to the Whatcom County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. The committee also provides a forum for those who depend upon Lummi Island ferry service to voice their ideas and concerns about the ferry service.

Marine Resource Committee

**Meets Monthly – 1st Thursday of the month from 5pm-7pm.
(meetings held at the Civic Center Building - Garden level Conference Room unless otherwise noted)**

Purpose: The Whatcom County marine resource committee will address local marine issues and recommend remedial action to local authorities. The committee will build local awareness of issues, and gather support for remedies consistent with the benchmarks for performance as established in the August 20, 1998 report to the conveners by the Murray-Metcalf northwest straits citizens' advisory commission.

North Sound Behavioral Health Administrative Services Organization Board of Directors

Meets Monthly - 2nd Thursdays starting at 12:30 p.m. - Governance & Operations Committee (12:30-1:30 p.m.), Regular Board of Directors Meeting (1:30-3 p.m.) (meetings held at 2021 College Way, Suite 110 in Mt. Vernon)

Purpose: North Sound Behavioral Health Administrative Services Organization oversees Crisis Services (mental health and substance use disorder) for the non-Medicaid system.

Mission Statement of NSBHO

Empowering individuals and families to improve their health and well-being.

Vision of the North Sound BHO

A system of care that is shaped by the voices of our communities, and people using behavioral health services. The people who work in this system are competent, compassionate, and empowering and supportive of personal health and wellness.

Northwest Clean Air Agency

Meets Monthly - 2nd Thursday at 1:30 p.m. (will not meet January and July) (meetings held via Zoom until further notice)

Purpose: The Northwest Clean Air Agency's seven member Board of Directors establishes policies and oversees agency operations. The Board is comprised of a representative from each of the three counties, a representative from each of the three largest cities -- Bellingham, Mount Vernon and Oak Harbor -- and a Member-at-Large selected by the other six members.

Northwest Regional Council

Meets three times a year – Thursdays at 10 a.m. generally in April, July or August, and December (meetings held via GoTo Meeting)

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Purpose: The Northwest Regional Council (NWRC) has been serving the people of Island, San Juan, Skagit and Whatcom Counties since 1971. They are governed by a board of directors that is composed of two elected officials from each member county. Efforts are concentrated in funding and/or providing community-based programs to help elders, people with disabilities, and people living with behavioral health disorders live in their own homes and communities for as long as possible, postponing or eliminating the need for institutional care.

Opportunity Council (OC)

Meets Monthly – 4th Thursday at 4 p.m. (November & December are generally combined into one meeting, and the board does not generally meet in July)

Purpose: The Opportunity Council (OC) creates innovative, collaborative solutions and partnerships to meet the needs of disadvantaged person in our communities. Development and Executive staff provide technical assistance, planning, strategic development, financial and organizational direction, leadership on agency-wide systems, and the political and institutional relationships vital to the future of the agency and communities.

The OC plays a key role in the development and ongoing operations of many local, state and national groups that improve the lives of low-income, homeless and disadvantaged persons.

Public Defense Advisory Committee

Meets once per year

Purpose: The Committee shall submit its observation of the public defender system to the Executive and the County Council not less than annually.

Public Health Advisory Board

Meets January 7th 2021, then the 1st Thursday of every other month at 7 a.m. Meetings are held at the Health Department Administrative Conference Room, 509 Girard Street

Purpose: The Board shall serve in an advisory capacity to the Health Board and the Health Department Director on all issues related to the County Health Department and its programs. Members are residents of the county, and appointed by the Executive, subject to the County Council confirmation; except that one member is appointed by County Council for a term of one calendar year.

Reserve Officers Board of Trustees

Meets: Thursday, September 16, 2021 at 3:00 PM in the Sheriff's Office conference room. Special meetings may also be called as needed during the year.

Purpose: A municipality that adopts appropriate legislation extending the relief provisions of this chapter to its reserve officers shall create a reserve officer board of trustees to administer this chapter composed as follows: (1) A county reserve officer board of trustees shall consist of the following five members: (a) **Two members of the county legislative authority** (b) the county auditor, or their designees; (c) the sheriff; and (d) one reserve officer who is elected by reserve officers of the county for an annual one-year term.

Solid Waste Advisory Committee

Meets Quarterly – 4th Thursday of the first month of each quarter unless otherwise notified (2021 dates are January 28, April 22, July 22 and October 28) from 5:30-7:00 p.m. (meetings held in the downstairs Garden Room at the Civic Center, at 322 North Commercial St., Bellingham.)

Purpose: As per RCW 70.95 and WCC 2.78, the Solid Waste Advisory Committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues to prevent land, air, and water pollution and conserve the natural, economic, and energy resources.

Whatcom Council of Governments (WCOG)

Note: The councilmember chosen to be the Executive Pro-Tempore may not serve as the representative on this board since that person may have to fill in for the Executive in his role with WCOG.

Meets every other month – typically 2nd Wednesday at 3:30 p.m. (Two representatives from County Council – Both will serve on the Council Board and one of the two will also serve on the Executive Committee & Transportation Policy Board, neither can be the County's Executive Pro-Tempore) First meeting scheduled January 20, 2021. (meetings held at 314 E. Champion)

Purpose: Whatcom Council of Governments is a body of representatives, mostly elected officials that act together in reviewing and solving regional issues. They are supported by a small staff. Much of the work accomplished relates to transportation issues of every kind.

The Washington State Governor has reposed special trust in the WCOG by designating it as both the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Organization (RTPO). Local elected officials make decisions about roads and other transportation topics as members of this organization.

WSAC Board Member as Alternate

(Washington State Association of Counties Board of Directors)

**Meets generally four times each year (usually February, May, September, and November)
For 2021:**

Date	Day	Tentative Time(s)	Location
February 3, 2021	Wednesday	1:00 p.m. – 5:00 p.m.	Virtual Meeting
May 5, 2021	Wednesday	5:00 p.m. – 8:00 p.m.	TENTATIVE:
Planning Meeting May 6, 2021	Thursday	9:00 a.m. – 5:00 p.m.	Alderbrook
May 7, 2021	Friday	8:00 a.m. – Noon	Mason County Union, Washington
September 16, 2021	Thursday	8:30 a.m. – Noon	TENTATIVE:
			Hal Holmes Center Kittitas County Ellensburg, Washington
November 16, 2021	Tuesday	Noon – 3:00 p.m.	WSAC Annual County Leaders Conference Davenport Grand Spokane County Spokane, Washington

Purpose: The Washington State Association of Counties' Board of Directors is charged with the "general supervision over the affairs of the Association..." WSAC bylaws provide for the following representation on the WSAC Board of Directors: "(e) *One representative and an alternate, who is an Active Member, from each county of 180,000 population or greater.*" The Association bylaws will be provided to the appointed alternate.

WSAC Coastal Counties Caucus

Convenes as issues arise, which has been about 4 times/year with 2 weeks notice.

Purpose: Create a forum of county staff within the 14 Coastal Counties to interact, discuss, engage and recommend WSAC positions on issues relating to the waters of Puget Sound, Hood Canal and the Pacific Ocean.

WSAC Timber Counties Caucus

Typically meets quarterly, no set 2021 dates, 2 weeks notice given

Purpose: Interact, discuss, engage and recommend WSAC positions on issues relating to: Federal land management, BLM and US Forest Service, Dept. of Natural Resources management of state forest lands, Forest Practices Board regulation and their impacts on counties, wildland fire control and management. Maintain open communications and interaction with DNR, Forest Practices Board, The Board of Natural Resources, the US Forest Service, the Bureau of Land Management as well as the stakeholders associated with these entities.

WSAC Legislative Steering Committee

(Washington State Association of Counties)

All meetings will be held each Friday, through the end of April, beginning January 8th. 1 hour sessions, 2 hour sessions w/ speakers. All meetings held via Zoom

Purpose: The Legislative Steering Committee is responsible to prepare and recommended a proposed legislative program for consideration of the membership at the Annual Meeting.

The Legislative Steering Committee shall monitor events of each legislative session and shall be empowered to adopt policy relating to legislation, executive branch policies and operation, and the activities of other organizations and associations.

WHAT-COMM/Prospect Communications (911) Administrative Board
(The Chair of the Finance Committee is the representative for this board) Meets 3 times per year, on the last Thursday of January, May and September, 1-3pm (location to be announced) and special meetings may occur as needed.

Purpose: The Board is authorized to establish broad policy guidelines for the operation of the What-Comm and Prospect Communication Centers; authorize the financial contributions of the participating user groups; approve new agencies who wish to join; serve as final resolution for policy disputes; and locate and lease facilities for the Centers.

Members include 9 voting members; the Whatcom County Executive; the Whatcom County Sheriff; the City of Bellingham Mayor; the Chairperson of the County Council Finance Committee; the Chairperson of the Bellingham City Council Public Safety Committee; the City of Bellingham Police Chief, one elected mayor or council person to represent the general authority law enforcement agencies of the various county cities, to be selected by the mayors of those cities; one elected fire commissioner to represent all of the rural fire districts, chosen by them; and one Fire Chief from the Whatcom County Fire Chief's Association, to be chosen by them. The City of Bellingham Fire Chief serves as a non-voting member.

Whatcom Transportation Authority (WTA)

Meets Monthly - 3rd Thursday at 8 a.m. (Meetings held via Zoom until further notice)

Executive Committee Meets Monthly - 2nd Thursday at 8 a.m. (will not meet in January) Meetings held via Zoom until further notice

Purpose: The Board concurs and approves all matters pertaining to the running of the WTA. Any item over \$150,000 must be brought to the Board for approval. In addition, the board member attends the Executive Committee meeting ***listed above***. The Board discusses the following: route changes; services offered to the public, service planning; major personnel issues; labor negotiation issues; fiscal issues; funding issues; capital expenditures; major purchases; grants and contracts.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-056

File ID:	AB2021-056	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancy on the Surface Mining Advisory Committee - Applicant(s):
Candice Leonard

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SURFACE MINING ADVISORY COMMITTEE

3 Vacancies, 4-year terms

- 1 vacancy for a citizen who lives in close proximity to active mining or mineral overlay areas
- 1 vacancy for a representative of potable domestic groundwater supply (preferably a public water system representative or private well owner)
- 1 vacancy for a representative of agriculture

Committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan. Meets as needed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Leonard Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES

APPLICANT LIST

AB2021-056

SURFACE MINING ADVISORY COMMITTEE

3 Vacancies, 4-year terms

- **1 vacancy for a citizen who lives in close proximity to active mining or mineral overlay areas**
- 1 vacancy for a representative of potable domestic groundwater supply (preferably a public water system representative or private well owner)
- 1 vacancy for a representative of agriculture

Committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan. Meets as needed.

Citizen living in close proximity:

- Candice Leonard

Surface Mining Advisory Committee: Candice Leonard

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 8:27:20 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	Mrs.
First Name	Candice
Last Name	Leonard
Today's Date	12/29/2020
Street Address	493 valley highway
City	Acme
Zip	98220
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	3609224622
Secondary Telephone	Field not completed.
Email Address	Candice98052@yahoo.com

Step 2

1. Name of Board or Surface Mining Advisory Committee

Committee

Surface Mining Advisory Committee (SMAC) Position:	Citizen who lives in close proximity to active mining or mineral overlay areas
--	---

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
---	-----

3. Which Council district do you live in?	District 3
--	------------

4. Are you a US citizen?	Yes
-----------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
---	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
--	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>
---	-----------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	15 years in State government in various management capacities as well as 10 years in private industry. Certified project manager. Previous Planning Commissioner in Tillamook County. Owner of Tangled Threads Quilt Store
---	--

10. Please describe why you're interested in serving on this board or commission	I enjoy serving the public and this board looks like something I would enjoy
--	--

References (please include daytime telephone number):	Upon successful selection
---	---------------------------

Signature of applicant:	Candice Leonard
-------------------------	-----------------

Place Signed / Submitted	Acme, Wa
--------------------------	----------

(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: AB2021-068

File ID:	AB2021-068	Version:	1	Status:	Agenda Ready
File Created:	01/15/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Child and Family Well-Being Task Force - Applicant(s):
Debbie Ahl, Jenifer Barcott, Chris Cochran, Clara Cunningham, Jen Curlett, Ray Deck III, Jamie Desmul, Tilda Doughty, Mike Ford, Urvashi Graham, Anne Granberg, Jodi Greene, Alicia Hanning, Melissa Isenhardt, Julee Johnson, Mara Kelley, Sarah Kidd, Monika Mahal, Tamara Mattson, Jean McMahon, Brian Nelson, Katherine Orlowski, Pauline Owen, Elizabeth Page, Rosalva Santos-Guzman, Abby Smith, Erin Smith, Alisha Spencer, Liz Stuart, Tess Tessler, Ann M. Welch

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

CHILD AND FAMILY WELL-BEING TASK FORCE

15 Vacancies, 4-year terms. Applicants must represent at least one of the following experiences: community members from under-represented communities; community action agency, non-profit housing organization or social service agency; faith community; private school, home school, higher education or child care provider; medical and behavioral health care provider serving young children and families; community members with experience caring for children such as parent, foster parent, grandparent, or guardian; private business, corporation, or philanthropic organization. The Task Force will continually review Whatcom governmental impacts on children and families, and make specific recommendations for improvements for all departments. The Task Force will consider input from diverse families throughout Whatcom County and evidence-based and promising practices and report on and make recommendations to County Council, Executive, and other appropriate officials regarding implementation of recommendations in the Whatcom Working Toward Well-being: An Action Plan for

County Government (Action Plan) as adopted on February 4, 2020. Council-appointed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Applicant List, Ahl Application, Barcott Application, Cochran Application, Cunningham Application, Curlett Application, Deck Application, Desmul Application, Doughty Application, Ford Application, Graham Application, Granberg Application, Greene Application, Hanning Application, Isenhart Application, Johnson Application, Kelley Application, Kidd Application, Mahal Application, Mattson Application, McMahon Application, Nelson Application, Orlowski Application, Owen Application, Page Application, Santos-Guzman Application, Smith, Abby Application, Smith, Erin Application, Spencer Application, Stuart Application, Tessler Application, Welch Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES

APPLICANT LIST

AB2021-068

CHILD AND FAMILY WELL-BEING TASK FORCE

15 Vacancies, 4-year terms. Applicants must represent at least one of the following experiences: community members from under-represented communities; community action agency, non-profit housing organization or social service agency; faith community; private school, home school, higher education or child care provider; medical and behavioral health care provider serving young children and families; community members with experience caring for children such as parent, foster parent, grandparent, or guardian; private business, corporation, or philanthropic organization. The Task Force will continually review Whatcom governmental impacts on children and families, and make specific recommendations for improvements for all departments. The Task Force will consider input from diverse families throughout Whatcom County and evidence-based and promising practices and report on and make recommendations to County Council, Executive, and other appropriate officials regarding implementation of recommendations in the Whatcom Working Toward Well-being: An Action Plan for County Government (Action Plan) as adopted on February 4, 2020.

Initial appointee terms will be staggered. Unless Council decides otherwise, the 7 appointees with the fewest votes will get 2-year terms.

Debbie Ahl
Jenifer Barcott
Chris Cochran
Clara Cunningham
Jen Curlett
Ray Deck III
Jamie Desmul
Tilda Dougherty
Mike Ford
Urvasi Graham
Anne Granberg

Jodi Greene
Alicia Hanning
Melissa Isenhardt
Julee Johnson
Mara Kelley
Sarah Kidd
Monika Mahal
Tamara Mattson
Jean McMahon
Brian Nelson
Katherine Orlowski

Pauline Owen
Elizabeth Page
Rosalva Santos-Guzman
Abby Smith
Erin Smith
Alisha Spencer
Liz Stuart
Tess Tessler
Anne Welch

From: noreply@civicplus.com
To: Online Form Submittal: Board and Commission Application
Subject: Sunday, January 03, 2021 5:48:41 PM
Date:

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.
First Name	Debbie
Last Name	Ahl
Today's Date	1/3/2021
Street Address	2219 RIMLAND DR
City	BELLINGHAM
Zip	98226
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	3603932599
Secondary Telephone	Field not completed.
Email Address	d.ahl@mtbakerfoundation.org

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Please see attached letter
---	----------------------------

10. Please describe why you're interested in serving on this board or commission	Please see attached letter
--	----------------------------

References (please include daytime telephone number):	Please see attached letter
---	----------------------------

Signature of applicant:	Debbie J Ahl
-------------------------	--------------

Place Signed / Submitted	Bellingham, WA
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(Section Break)

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January 3, 2021

Whatcom County Council
Via on-line application process

Re: Child & Family Well Being Task Force

Dear Whatcom County Council:

This letter is to supplement my application for appointment to the newly created **Child and Family Well-Being Task Force**. The position I am applying for is **Private Business / Corporations / Philanthropy**.

I am a resident of Whatcom County Council District #3, living in the Geneva neighborhood. I meet the eligibility for the task force, am a U.S. Citizen, registered to vote in Whatcom County, and have not served on this task force as it is being newly formed.

Professional Qualifications, Activities and Education.

I may be uniquely suited to serve in the position of Private Business / Corporations / Philanthropy for the Child and Family Well-Being Task Force based on the following:

- Bachelor's Degree in Communications, Master of Business Administration in Healthcare Management.
- More than 40 years residing, working, and raising children in Whatcom County.
- Ten years working in non-profit hospital administration (the old St. Luke's), including support for the development of the first employer-sponsored childcare (1984), the Center for Physical and Rehabilitation Medicine, the Adult Day Health program, an information and resource referral program for senior adults (Elderred) and the creation of a health plan.
- Ten years in private for process business, an entrepreneurial start up called Olympic Health Management Systems, Inc.
- Ten years as the President and CEO of Sterling Life Insurance Company, a subsidiary of Aon Corporation, publicly traded on the NYSE and then Munich Re, publicly traded on the European stock exchange.
- Former employer of 1500 employees, 750 based in Bellingham, as the President and CEO of Sterling. Due to a large claims and customer service division, many of our employees were young, entry level, and starting families (at one time I tracked 19 pregnancies within the building for baby shower gifts).

- I currently serve in a voting capacity on the Business & Commerce Advisory Committee for Whatcom County, which provides me with regular updates on various industry segments in Whatcom County.
- Board experiences includes my current roles as a Governor-appointed Trustee at Bellingham Technical College (nearly 10 years); a Director for the NW Innovation Resource Center (10 years) and until recently, a member of the Board of Directors of Compass Health, a regional provider of behavioral and mental health services. I also serve as a Director appointed by a private equity firm for a hospital system in eastern Washington in the process of exiting bankruptcy.
- As the Founder of Edgewater Advising, I serve two clients. One is a digital healthcare IT company in Dallas, TX which keeps one foot firmly in the national healthcare landscape and private business world (as well as with publicly traded corporations through its clients). The second is Mount Baker Foundation, a relatively new private foundation, where I am entrenched in the philanthropic community in Whatcom County and where I serve as Executive Director.
- Through my work with Mount Baker Foundation, I have served on the Policy, Advocacy & Funding work group for Generations Forward, and with the advocacy group which presented the Children & Families Action plan to the Whatcom County Council. I also support the work of the United Way with its recent Childcare expansion grant from the Department of Commerce. Mount Baker Foundation has been actively engaged with supporting and working to expand childcare and early learning.

Interest in serving on the Child and Family Well-Being Task Force.

- **Personal interest:**
 - My husband, Bill Ziels, and I are the parents of a blended family of six adult children, ages 25 to 39. Our four sons are married, and we enjoy six grandchildren (so far), five here in Bellingham.
 - Prior to marrying Bill, I was a single mother with three children for five years, navigating childcare, work and school activities.
 - My husband and I provide housing for a young family with two children. The mother is a Grads student, the father does not yet have a high school degree. We see the challenges they face.
 - As the YMCA CEO, my husband sees the needs of many families who are the farthest from opportunity. I see the same through my work with Mount Baker Foundation.
 - While our perspective is privileged, we have some insight into the challenges faced by families with less privilege than our own.
 - I remain stunned that only 50% of our children in Whatcom County arrive the first day of Kindergarten ready to learn – with this ratio exacerbated for children of color and low income. While this is a single statistic, it is one of the few measures of Child and Family Well-being for which we have data and trend lines. Committing to the expansion of childcare and early learning is a significant element to improving this trend line – but not the only one. Children need stable families, created by stable housing, stable nutrition, parent employment with sustainable wages (requiring

educational pathways) and parent education and champions. You've heard that it takes a village to raise a child – some parents are still waiting for that village to show up.

▪ **Professional (but still Personal) Interest**

- As Executive Director, I help to facilitate the work of Mount Baker Foundation. The Board has three areas of focus, all of which impact Child and Family Well Being but one which is specifically focused on this topic. MBF's Children and Families Committee believes the following:

Healthy childhood development begins before pregnancy with the health of the mother and the family into which the baby will be born. The Children & Family Committee's interests span pre-maternity education, support for pregnant mothers and their partners, the health of the baby at birth, the development of the child from birth on, and the support and empowerment of parents as promoters of their child's development. Inequities and negative social determinants of health disrupt normal child development and can lead to poor adult health and social functioning. Mount Baker Foundation's committees work collaboratively with the population served and with other community agencies and service providers to address the root causes of health disparities. Our approach is two- and three-generational and strives to support the strength, health, and resiliency of the family.

References

- **Dr. Ken Gass**, President, Mount Baker Foundation Board of Directors, retired pediatrician. kbgass@gmail.com (360) 671-1993
- **Tom Sebastian**, CEO, Compass Health. Tom.Sebastian@compassh.org (360) 789-3051
- **Don Goldberg**, Director of Economic Development, Port of Bellingham, and Whatcom County. dgoldberg@portofbellingham.com (360) 715-7375

Contact Information

Debbie Ahl (360) 393-2599
49 Strawberry Point Road, Bellingham, WA 98229
d.ahl@edgewateradvising.com
d.ahl@mtbakerfoundation.org

Thank you for the opportunity to apply for the Child and Family Well-Being Task Force and provide this supplemental information.

My best,

Debbie

Debbie Ahl
Executive Director

2219 Rimland Drive, Suite 301, Bellingham, WA 98226 - 360.393.2599

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Sunday, January 17, 2021 4:01:55 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	Field not completed.
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First Name	Jenifer
------------	---------

Last Name	Barcott
-----------	---------

Today's Date	1/17/2021
--------------	-----------

Street Address	1214 Birch Street
----------------	-------------------

City	Bellingham
------	------------

Zip	98229
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
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Primary Telephone	360-603-2302
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Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	jeni.barcott@gmail.com
---------------	------------------------

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I am currently a stay-at-home mother for my 18 month daughter. I was an educator from 2005-2019 for public schools, non-profit schools and for-profit private schools. My primary experience was serving children from ages 0-6 and their families. I started as an AmeriCorps member serving the Anacortes School District and worked with a variety of children and their families including low income groups, migrant workers, indigenous families, multi-generational households and various abilities. I worked and lived in Seattle as an after school caregiver and nanny for various populations. I became a Montessori educator and worked in a private school in Anacortes as a lead teacher. I have my Bachelor's degree from the University of Washington in Integrated Social Sciences and have been trained in gathering data, working with a team, and continuing to be open minded to learn about other people and cultures.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I am currently enrolled in the nurse family partnership. I am a descendant from my Ojibwe tribe. I have also served as an educator from the private sector.</p>
References (please include daytime telephone number):	<p>Stephanie Peterka (360) 603-8595 Erin Harris (360) 224-9844 Angie Burrell (901) 628-3604</p>
Signature of applicant:	<p>Jenifer Barcott</p>
Place Signed / Submitted	<p>Bellingham, WA</p>
(Section Break)	

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From: noreply@civicplus.com
To: Online Form Submittal: Board and Commission Application
Subject: Tuesday, January 12, 2021 10:40:28 PM
Date:

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	Dr.
First Name	Chris
Last Name	Cochran
Today's Date	1/12/2021
Street Address	1306 Dupont St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-746-5108
Secondary Telephone	Field not completed.
Email Address	chris.cochran@bellingshamschools.org

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Mental Health Coordinator for Bellingham Schools
10. Please describe why you're interested in serving on this board or commission	I am passionate about working together to support our kids and families in the best ways possible. I know there is so much good work being done now and we have so much to learn from each other as improve through collaboration and new trauma-informed approaches.
References (please include daytime telephone number):	Keith Schacht, 360-676-6400, keith.schacht@bellingshamschools.org
Signature of applicant:	Chris Cochran
Place Signed / Submitted	Whatcom County
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: Online Form Submittal: Board and Commission Application
Subject: Sunday, January 10, 2021 1:44:34 PM
Date:

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	Field not completed.
-------	----------------------

First Name	clara
------------	-------

Last Name	cunningham
-----------	------------

Today's Date	1/5/2021
--------------	----------

Street Address	1101 n state street, suite 300
----------------	--------------------------------

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	3604836192
-------------------	------------

Secondary Telephone	Field not completed.
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Email Address	claracunningham1008@gmail.com
---------------	-------------------------------

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I offer Attachment and bonding support and education for families with young children. I'm also specialized in pre verbal trauma resolution. I've been practicing Cranialsacral therapy and somatic process work facilitation for 18 years and teaching for the past 6 years. I have advanced specialized training in Pre and Peri-natal Somatic Psychology and am trained as an educator and practitioner for the past 10 years.
10. Please describe why you're interested in serving on this board or commission	I would like to support the broader community in understanding what small children/babies need in order to thrive. I would like to advocate for the needs of the families that I already serve.
References (please include daytime telephone number):	Pamela Fuller 360-920-6843 Barbara Sardarov 206-724-6900 Myrna Martin 250-509-1033 250-352-1655 Sarah Wright 206-466-7389 Amanda Hare 360-224-3601 Leah Grossman 206-595-8055 Jennifer Sanders 484-995-8160
Signature of applicant:	Marian Clara Cunningham
Place Signed / Submitted	1101 N State St., Suite 300 Bellingham WA 98225
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: Online Form Submittal: Board and Commission Application
Subject: Thursday, January 14, 2021 5:23:30 PM
Date:

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	Jen
Last Name	Curlett
Today's Date	1/14/2021
Street Address	3322 Cedarside Court
City	Bellingham
Zip	98226
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	360-303-7940
Secondary Telephone	360-676-6177 X1117
Email Address	jen.curlett@ucnw.org

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

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?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>I have been employed at Unity Care Northwest (UCNW) since 1998 as a dental hygienist. I have worked with adults and children of all ages, but have specifically worked with children for the past 5 years through our children's dental clinic and our school-based mobile dental program. A large part of my job is to go to all the elementary, middle schools and HeadStart programs in Bellingham, and all the elementary, middle, high schools and HeadStart programs in the county placing sealants, fluoride varnish and providing dental screenings on kids at their schools. In 2015, I assessed HeadStart and elementary school kids in Whatcom County for the Washington State Department of Health's Smile Survey. I have also volunteered at the Barkley YMCA Daycare/Preschool and in the classroom at my boys' elementary and middle schools. Personal experience includes being the mother of two incredible boys, ages 10 and 14.</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>I believe strongly in Unity Care Northwest's vision that everyone should have the opportunity to live their healthiest life, and mission to increase the years of healthy life in the people and communities we serve. In 2019, UCNW provided comprehensive dental services to 5,394 Whatcom County children and served 1,017 school children with on-site mobile dental services. 54% of UCNW patients live below the 100% Federal poverty line and 85% live below the 200% Federal poverty line. For many of our patients, English is not their primary language. We work with translation services to ensure all patients can communicate their health needs effectively. All children, regardless of income, race, or background should have access to quality dental care as soon as the first tooth appears to help build a foundation for a lifetime of good dental health.</p> <p>The last Smile Survey (2016) discovered what we already knew: too many children are adversely affected by dental caries (cavities) and that large oral health disparities exist by income, race and language spoken at home. By the third grade, children from low-income households had at least 60% higher rates of decay, children of color in second and third grades had significantly higher rates of decay with up to 180% higher rates of treatment needs than white children. Kindergarten and third grade children whose primary language at home was not English had more than a 50% higher rate of treatment needs than English-only speakers. Finally, compared with white children, children of Hispanic and Asian descent had much higher rates of decay experience, and American Indian/Alaskan Native children had more than double the rates of untreated decay. UCNW's mobile dental and children's dental programs are designed to address these disparities in our county.</p> <p>My professional interests have always been in helping people, especially children. I've worked in dentistry for 28 years, 23 as a dental hygienist, and the most rewarding have been when I've worked with children. I believe an early strong foundation is vital</p>

to a person's development into a healthy, strong, productive person. Because of my background and passion for helping children, I am confident I would make an ideal candidate for this position. Additionally, I would like to give back to the community that I was raised in and am raising my children in.

References (please
include daytime
telephone number):

Carrie Shane, DDS, UCNW Dental Director (360) 391-0684
Jodi Joyce, UCNW CEO (360) 389-1397
Lisa Nelson, PharmD. UCNW Pharmacy Director (360) 305-5010
Wendy Pellerin (retired) Barkley YMCA Preschool Teacher/Office
Administrator (360) 305-5010

Signature of applicant:

Jen Curlett

Place Signed /
Submitted

Bellingham,WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 4:22:20 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	Ray
Last Name	Deck III
Today's Date	12/29/2020
Street Address	3410 Hollywood Ave
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	518.290.0729
Secondary Telephone	Field not completed.
Email Address	rd3@skookumkids.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

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?

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

Attached

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>I serve as the founding director at Skookum Kids, the largest foster care agency based in Bellingham.</p> <p>I lead a team of 20 social workers and support staff to license foster homes, provide supervised parent/child visitation, and operate a volunteer-centric emergency shelter for children entering foster care.</p> <p>I also serve as Treasurer of the Board at the Washington Association of Children & Families (WACF), a trade association for child welfare agencies in Washington State where we collaborate on practice improvement and policy advocacy.</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>Most of our social ills are just symptoms of childhood trauma. If we can solve this, we can solve everything that matters.</p>
<p>References (please include daytime telephone number):</p>	<p>Randy Pries, Pastor @ Cornwall Church, 360.305.6025</p>
<p>Signature of applicant:</p>	<p>Ray Deck III</p>
<p>Place Signed / Submitted</p>	<p>Bellingham, WA</p>
<p>(Section Break)</p>	

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Ray Deck III

📍 3410 Hollywood Ave Bellingham WA 98225 ☎ 518.290.0729 ✉ raydeck3@gmail.com

SMART | GETS THINGS DONE

QUALIFICATIONS PROFILE

- ☑ **Versatile leader**, effective communicator and motivator who thrives in an atmosphere of challenge.
- ☑ **Data-driven decision maker** who's unafraid of a little heuristics when venturing into new territory.
- ☑ **Lifetime student** with strong commitment to ongoing professional growth.
- ☑ **Catalytic creative** with vast experience in both creation and successful execution of innovative ideas.

WORK CHRONOLOGY

FOUNDING DIRECTOR | SKOOKUM KIDS, BELLINGHAM, WA | 2014–PRESENT

- Assembled a team of volunteers to launch Skookum Kids, a foster care charity, and grow it rapidly despite many of its largest and oldest peer organizations closing their doors in the same timeframe.
- Grew annual gross receipts from \$0 to \$108,000 in 18 months, \$600,000 in 36 months, and \$1.6M in 48 months.
- Bootstrapped a foster parent training & licensing operation, adding 60 new families in 36 months.
- Pioneered an innovative approach to foster parent recruitment, applying both new strategies and tactics to reverse a 5-year decline in licensed homes.
- Executed the successful acquisition, integration, and turnaround of Perch & Play, an indoor playground and café.
- Simultaneously constructed a best-in-class program array, a robust fundraising apparatus, and an innovative policy & advocacy shop.

MARKETING SPECIALIST | LINEAGE MEDIA & SOLUTIONS, BELLEVUE, WA | 2015–2017

- Managed the organization's first and only profitable account until the client sold its business to a competitor.
- Created a 20% increase in website traffic in one month by optimizing existing content for search engine friendliness.
- Negotiated a joint promotion for our client with proplaygrounds.com.

VARIOUS (THREE PROMOTIONS) | FAITHLIFE CORPORATION, BELLINGHAM, WA | 2013–2016

- Executed launch and promotion of *Start Next Now* by Bob Pritchett and 5 other books published by Lexham Press.
- Wrote and produced the pilot episode for a children's TV show.
- Build and managed BellinghamWins.com, a blog about Bellingham used by the company in talent attraction.
- Designed and produced *Over Bellingham*, a coffee table book of aerial photography of Bellingham.
- Championed, planned, and executed the Logos.com/webinar project producing \$130,000 in revenue in 260 hours of work.
- Assumed full P&L responsibility for a 23-year-old line of business, doubling all-time sales in just 3 months.
- Designed and carried out a content marketing strategy for a pair of product-oriented blogs resulting in 106% growth in 8 months.

FREELANCE COPYWRITER & MARKETING CONSULTANT | SELF-EMPLOYED, REMOTE | 2012–2014

- Established a reputation for creating excellent marketing copy while serving numerous freelance clients including Transifex, TMCnet, ClearLink, Amy J. Stoddard Marketing, Jackson Bay Group, Erasmus Communication, and Paste Magazine.

EXECUTIVE ASSISTANT TO MIKE CALHOUN | WORD OF LIFE FELLOWSHIP, SCHROON LAKE, NY | 2011–2013

- Resurrected a dying conference with negative brand equity and set attendance records in a 3 year turn around.
- Served as editor of 7 books by Mike Calhoun.
- Negotiated a partnership between Davis Bible College, Baptist Bible College, and Word of Life that involved joint student recruitment, coordinated admissions, and collaborative scholarship designs.
- Negotiated a collaboratively produced conference with Logos Research Systems.

Ray Deck III

📍 3410 Hollywood Ave Bellingham WA 98225 ☎ 518.290.0729 📧 raydeck3@gmail.com

DRAMATIST-IN-RESIDENCE | WORD OF LIFE BIBLE INSTITUTE, SCHROON LAKE, NY | 2006–2013

- Oversaw 50+ employees as Front of House Manager at the Harry Bollback Performing Arts Center.
- Served as Producer, Script Supervisor, and Front of House Manager for Word of Life's *Sights and Sounds of Christmas* with attendance totaling more than 50,000 in 3 record-setting years.
- Wrote and directed 23 one-act plays while Dramatist in Residence at Word of Life Bible Institute.

PROJECT COORDINATOR | WORD OF LIFE LOCAL CHURCH MINISTRIES, SCHROON LAKE, NY | 2009–2011

- Pioneered the first use of email, social media, and content marketing at Word of Life, pitching the idea to decision makers to build internal support for the experiment, executing the first early experiments, and eventually growing all three channels into multi-million dollar annual revenue producers.

STAFF COORDINATOR | WORD OF LIFE FAMILY CAMPGROUND, POTTERSVILLE, NY | 2006–2009

- Hired and managed 120+ seasonal staff—high school & college students—through 3 successful camp seasons.

EDUCATION

MASTER OF RELIGIOUS EDUCATION: 2011

West Coast Seminary | Waco, TX

BACHELOR OF SCIENCE IN MULTI-DISCIPLINARY STUDIES: 2009

Liberty University | Lynchburg

ACTIVITIES AND ACHIEVEMENTS

Community Impact Award from the Seattle Business Magazine 2019

CEO of the Year from the Bellingham/Whatcom Chamber of Commerce 2019

Convening Panel Re-Wire Policy Conference 2018-Present

Treasurer of the Washington Association of Children & Families 2019-Present

Vice Chair of the CPA Division of the Washington Association of Children & Families 2017-2019

Served on the *Children's Administration Foster Parent Team* from 2017–2019

Peacebuilder Award from the Whatcom Dispute Resolution Center in 2018

Non-profit of the Year from the Bellingham/Whatcom Chamber of Commerce in 2017

Bellingham Business Journal's Top 7 Under 40 list in 2017

Deacon at Christ Church Bellingham from 2017–Present

Speaker at TEDxWWU in 2015

Leadership Whatcom class of 2015–2016

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 05, 2021 10:36:40 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	Ms.
First Name	Jamie
Last Name	Desmul
Today's Date	1/4/2021
Street Address	816 32nd Street #46
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	3603059294
Secondary Telephone	3602550578
Email Address	jdesmul@whatcomymca.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I've been the Director of Early Learning for the Whatcom Family YMCA since 2008, overseeing a center with approximately 45 staff and 70-100 families. I've implemented classroom and staffing changes to create environments that emphasize development of the whole child. I've worked with a team to maintain licensing standards, achieve 6 Early Achiever's Ratings, and budgets of approximately \$770,000-\$900,000. Prior to this position I was the director and head teacher of a kindergarten enrichment program for approximately 1.5 years and the director of one of the YMCA's smaller childcare centers for 3 years. I hold a degree from Western Washington University in child development with a certificate in Elementary Education. I am a parent of a 10-year-old son who attends 4th grade in the Bellingham School District.
10. Please describe why you're interested in serving on this board or commission	As both a parent and a professional that works alongside families in Whatcom County, I am deeply invested in making sure that children and families have what they need to be successful. Families in our area are under enormous pressures and have to work hard to maintain a healthy balance in their households. Stressors range from financial pressure, family trauma, lack of childcare and other resources, healthcare, housing, parenting support, and so many more. I see these pressures in families every day in the program I oversee, with the level of impact differing greatly between families. I want to continue to be an advocate for families and this opportunity to become involved in a larger effort feels like the next step.
References (please include daytime telephone number):	Melinda Yost, (360) 303-2945 Bill Ziels, (360) 733-8630 ex. 1101 Elisha Orton, (360) 318-3067
Signature of applicant:	Jamie N Desmul
Place Signed / Submitted	Bellingham, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

From:

To:

Subject:

Online Form Submittal: Board and Commission Application

Date:

Sunday, January 17, 2021 9:14:04 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 *Field not completed.*

First Name Tilda

Last Name Doughty

Today's Date 1/17/2021

Street Address 2520 48th Street

City Bellingham

Zip 98229

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 425-420-6905 (cell)

Secondary Telephone 360-734-8396 x.351 (office)

Email Address tilda_doughty@oppco.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I have worked in the non-profit/human services sector for over a dozen years, starting in Snohomish County and relocating back to Whatcom County five years ago.</p> <p>While in Snohomish County, I served on their Community Services Advisory Council and regularly attended that region's LPA (Local Planning Agency) meetings.</p> <p>I have a Bachelor's Degree from the University of Washington in Social Sciences with emphasis on Gender, Ethnicity, and Culture.</p> <p>I was born at St. Joseph's and raised in Bellingham, attending grade school through high school on the South Side before moving to Seattle to attend college and Snohomish County to raise my family.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I am currently employed by Opportunity Council (a Community Action Agency) as their Preschool Services Program Assistant. In that role, I work closely with parent leaders from our Head Start, Early Head Start, and ECEAP programs. I believe parents in our programs are reflective of broader trends and needs among low-income families in Whatcom County and would like to see their interests represented on this task force.</p>
References (please include daytime telephone number):	<p>David Webster, Director of Early Learning and Family Services, Opportunity Council, 360-223-7633, david_webster@oppco.org</p> <p>Maureen Hodge, Birth-5 Manager, Opportunity Council, 360-303-3357, maureen_hodge@oppco.org</p>
Signature of applicant:	Tilda Doughty
Place Signed / Submitted	Bellingham, WA
(Section Break)	

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From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 18, 2021 10:45:39 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	Mr.
First Name	Mike
Last Name	Ford
Today's Date	1/18/2021
Street Address	3068 Douglas Road
City	Ferndale
Zip	98248
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	3603057231
Secondary Telephone	3607332150
Email Address	mikef@cornwallchurch.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 5

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Go and Be Pastor at Cornwall Church - 3 years Former Children's Pastor at Cornwall Church - 13 years Started and directed summer camps and afterschool programs for kids in Camarillo Ca (Pacific Camps). Former Industrial Engineer - 2 years BS in Industrial Engineering from Cal Poly San Luis Obispo CA
10. Please describe why you're interested in serving on this board or commission	1. I believe that we all have responsibility for our community and to contribute to making it better. 2. I enjoy collaboration and the idea that we come from different perspectives to make a difference. 3. I love learning and listening to gain perspective. 4. With years of experience, I believe that I have some thoughts that would add to the discussion. 5. Having raised three sons who are now adults and living elsewhere, I have more time to give.
References (please include daytime telephone number):	Ray Deck 518-290-0729
Signature of applicant:	Mike Ford
Place Signed / Submitted	Ferndale, WA
(Section Break)	

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From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Friday, January 15, 2021 11:03:27 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	Ms.
First Name	Urvasi
Last Name	Graham
Today's Date	1/15/2021
Street Address	2738 Orleans Street
City	Bellingham
Zip	98226
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	3609661235
Secondary Telephone	3607386448
Email Address	urvasi@wcel.net

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force	Yes
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?	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 have been hired as an Infant Family Specialist consultant for the Nurse Family Partnership program with Whatcom County's Health Department. I have signed my contract but have not officially started as we are waiting for other pieces around the vendor system.
You may attach a	Attached

resume or detailed summary of experience, qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I have my B.A. in Bio-Socio-Cultural Anthropology where I focused on the evolution of parenting and child rearing across time and space. My Masters is in Early Childhood Education with an emphasis on Infant and Toddler Mental Health and I have my Infant Family Specialist endorsement through Washington Association for Infant Mental Health. I currently work as a Family Resources Coordinator for Whatcom Center for Early Learning which aims to serve families with kiddos 0-3 with developmental delays and / or disabilities. I also run WCEL's first ever Diversity, Equity, and Inclusion Committee which was founded July of 2020. I use my DEI role and lens to bring forward workshops/trainings to help us better work with one another, work with community partners, and work with children and families to better ensure we are providing equitable and inclusive services and practices. I also have been hired as an Infant Family Specialist consultant for the Nurse Family Partnership program with Whatcom County's Health Department. I have signed my contract *Jan. 2021* but have not officially started as we are waiting for other pieces around the vendor system.

10. Please describe why you're interested in serving on this board or commission

I would like to be on the Child and Family Well-Being Task Force for many reasons. One it directly would correlate with the work I'm already doing but would potentially allow for more learning as well as opportunities to institute change in how Whatcom County serves young children and their families, especially those families of lower income and / or families of color. As my educational background suggests, I have a strong passion for working with young children and their families to ensure we are promoting their mental health so as to help raise strong, caring, and well adjusted individuals. Aside from my work and educational background, I am a woman of color living with a physical disability. I have grown up in low-income communities and have seen directly how prejudice, discrimination, etc. can impact one's growth and development be that on an individual level, in how services are offered and accessed, and what types of actual quality assistance is available. I am fortunate that I have had people in my corner fighting for and supporting me. I aim to be that person in this community where I came from to continue that work and make sure it continues to extend to all children and their families.

References (please include daytime telephone number):

Sierra James, WCEL Executive Director, (360) 966-1007, sierra@wcel.net; Iris Dunaway, WCEL FRC Team Lead, my direct supervisor, (360) 966-1029, iris@wcel.net; more available

upon request

Signature of applicant: Urvasi S. Graham

Place Signed /
Submitted Bellingham, WA

(Section Break)

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Urvasi Graham
2738 Orleans Street
Bellingham, WA 98226
(360)739-6448
graham.urvasi@gmail.com

Education

- Portland State University: Masters in Early Childhood Education, August 2018; GPA 3.96; Portland, OR
- University of Washington: B.A. in Anthropology (minor in History) June 2013; GPA 3.43; Seattle, WA
- Whatcom Community College: AAS Spring 2011; GPA 3.84 Bellingham, WA
- Bellingham High School: High School Diploma Spring 2011; Bellingham, WA

Honors

- Golden Key (Winter 2018-Present); Portland State University; Portland, OR
- Pi Lambda Theta (Winter 2017-Present); Portland State University; Portland, OR
- GRE (August 2015; Verbal 153; Quantitative 142; Analytical 4.5)
- AAS (Spring 2011) with Honors
- Dean's List (Summer 2009-Spring 2011); Whatcom Community College; Bellingham, WA
- Phi Theta Kappa (2009-2011)
- Member, National High School Honors Society; headquarters in Washington, D.C. (2008-2011)
- Honor Roll (2007-2011)
- SAT (June 2010; Reading 550; Math 570; Writing 550)
- Honors and A.P. classes
- Passed WASL

Work

- Infant Family Specialist Consultant; Nurse Family Partnership (NFP) program with Whatcom County's Health Department; Nurse-Family Partnership (NFP) is a proven method of support for first-time moms. Through NFP, moms and their families get regular home visits from a nurse until the first child is two years old. Families and children who are part of Nurse-Family Partnership are more likely to have healthy pregnancy outcomes, healthy child development, and economic self-sufficiency. As a Infant Family Specialist consultant I work with the nurses on the team to engage in reflective practice to ensure they are able to best provide support for these women and their families in equitable ways. I use my expertise as an Infant Family Specialist to explore how to better support these families while also providing supports and learning opportunities for the NFP employees who are doing this critical work (January 2021 - Present); Bellingham, WA
- Family Resources Coordinator; Diversity, Equity, and Inclusion Lead; Whatcom Center for Early Learning: Whatcom Center for Early Learning provides comprehensive, family centered early intervention services to children ages birth to three with developmental disabilities and delays. As an FRC, I work to support families with children under three by utilizing a primary coaching model to provide individualized therapy for children who have been found to have delays in at least one area of development. FRCs work to connect families to available community resources and networking with other families facing similar challenges. FRCs also provide transition services and assistance in the transition process where families are supported in determining the next best steps after their child turns three (April 2019 - Present); As the DE&I Lead I help support DE&I work with a DE&I Committee. We meet weekly and plan training sessions for staff to build competency around DE&I as a staff and organization and also for our work with children and families. This is a

Leadership Role as well with the ability to influence organizational structure, change, equitable practices, and so on (July 2020 - Present); Bellingham, WA

- Team Leader; Blossom Childcare and Learning Center; Leading a classroom of 12 toddlers approximately 15-28 months old while following the National Association for the Education of Young Children (NAYEC) based curriculum to encourage appropriate growth and development through play-based learning. Working with the children, their families, and other center teachers and staff to create a warm and safe learning environment for children to explore the world around them while also developing their social, emotional, mental, and physical milestones. Using my experience and my masters to help lead other infant and toddler teachers in ways to best support young children and their families through developmentally and culturally appropriate practices (August 2018 - March 2019); Bellingham, WA
- Infant Teacher; CityKids Child Development Center (Joyful Noise Child Development Center); Using the Resources for Infant Educators approach to work with infants in a group care setting. We focus on treating all the infants with respect from the day they join our community and see them as unique individuals who are able to actively participate and initiate their own learning and relationships. Through our work we aim to partner with families to help raise authentic infants who are: competent, confident, curious, attentive, exploring, cooperative, secure, peaceful, focused, self-initiating, resourceful, involved, cheerful, aware, interested and inner-directed. Using various other approaches such as theories of Piaget, Vygotsky, Reggio Emilia, and the Emergent curriculum we consider the whole child and their families beliefs, cultures, traditions, etc. to influence our work with each individual child as well as the group community (March 2017- July 2018); Portland, OR
- Site Director; Champions Before and After School Program; KinderCare; Work to foster a love of learning by creating engaging experiences for children to unlock their own potential. In our new curriculum, your child's interests will shape what we decide to dig in and explore, and at the same time they'll be developing skills that will help create a solid foundation for learning and growth. Creating a fun and safe environment to explore and learn while also providing engaging ways to enjoy and be successful at school (December 2016- March 2017); Portland, OR
- Nanny; Wade and Alissa Pruet; Helping to nurture and care for a 3 year old and a 9 month old. Assisting with development and providing age and developmentally appropriate learning opportunities through play based learning (January 2016- September 2016); Bellingham, WA
- Lead Toddler Teacher; Blossom Childcare & Learning Center; Leading a classroom of 7 toddlers approximately 15-28 months old while following the National Association for the Education of Young Children (NAYEC) based curriculum to encourage appropriate growth and development through play-based learning. Working with the children, their families, and other center teachers and staff to create a warm and safe learning environment for children to explore the world around them while also developing their social, emotional, mental, and physical milestones (August 2014-December 2015)(Substitute Teacher; (March 2016 - November 2016); Bellingham, WA
- Early Childhood Assistant Teacher (Substitute); Whatcom Family YMCA; Downtown Child Development Center; Working to assist and provide support to lead teachers in providing direction for the program and classroom while implementing the program curriculum. Working to help provide a quality experience to children and parents that focuses on the YMCA core values: honesty, respect, responsibility, and caring (May 2014-August 2014, March 2016-November 2016); Bellingham, WA
- Veterans Benefits Administration, Seattle Regional Office; working in the Triage department handling and managing sensitive Veteran's files and claims. Upholding V.A. standards of

privacy and respect while keeping the Veteran's best interests in mind and advocating for their rights and benefits (October 2011-May 2013); Seattle, WA

- Temporary employment at DBTAC Northwest - ADA information center support staff (Summer 2009); MountLake Terrace, WA

Volunteer Work

- Easing Learning Tutoring; Elementary Education; Working to provide valuable and affordable tutoring to enhance a child's learning and interest in education (April 2014-January 2015); Bellingham, WA
- Domestic Violence and Sexual Assault Services of Whatcom County; Helping to provide support to individuals and their families affected by domestic violence and sexual assault and to help lead the community toward ending these abuses of power, Helpline and Children's Program (April 2014-March 2015 / Inactive - Present); Bellingham, WA
- WorldTeach India Year Program; Teaching at Peery Matriculation School (a unit of Rising Star Outreach) in Tamil Nadu, India. Using education to lift up those, especially children, affected by leprosy and working towards the eradication of stigma against those affected by leprosy. Teaching multiple subjects and grades at Peery Matriculation school, an English medium school, as well as assisting and running after school clubs and extra tutoring sessions (June 2013-March 2014); Tamil Nadu, India
- Pongo Teen Writing Volunteer through Pongo Publishing (founded by Richard Gold) at the state psychiatric hospital for children where we emphasize writing openly from the heart and honestly about our true selves. We work with youth who have led difficult lives with the belief that they have important things to say and stories the world needs to hear using poetry specifically as our medium for expression (Mondays, 12:00-3:00, Oct 2012-March 2013); Tacoma, WA
- Alternative Spring Break; University of Washington Pipeline Project; Tutoring elementary children in English Literacy Program by helping students create personal stories included in books. Our mission is to hear their stories and help foster creativity while promoting an interest in writing and reading (March 2012); Team Leader (March 2013); Harrah, WA
- Secondary Bilingual Orientation Center; Tutoring youth in middle and high school in English literacy and math. Students are all immigrant students often learning English for the first time having just transitioned to the United States. We focus on giving them skills to communicate and advocate for themselves as well as deepen their knowledge of the English language while still honoring their backgrounds (September 2011-May 2012); Seattle, WA
- National Salmon Enhancement Association; Working toward native plant life restoration and salmon habitat preservation for an 8 week volunteer internship (September 2008-June 2009); Bellingham, WA

Skills

- Infant Family Specialist (IFA) - IMH-E® (Present; On-going)
- Washington Association for Infant Mental Health (WA-AIMH) Member (Present; On-going)
- Introduction to Child Care Health and Safety Certified (Present; On-going)
- Child Abuse Mandatory Reporting Training Certified (Present; On-going)
- CPR, AED, and Basic First Aid; Certified via Healthsaver- American Health Association; Adult, Child, and Infant (Present; On-going)
- Trained by Intel with Windows 8 software including Classroom Management software (2013-2014)
- TEFL Certified through WorldTeach via ACCREDITAT (February 2014; Present - On-going)
- Trained in XSEED Curriculum (2013-2014)
- Experience tutoring students k-12

- Proficient with Microsoft Office and other computer tasks

References: Available Upon Request

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 04, 2021 6:27:07 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	Field not completed.
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First Name	Anne
------------	------

Last Name	Granberg
-----------	----------

Today's Date	1/4/2021
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Street Address	2710 Erie Street
----------------	------------------

City	Bellingham
------	------------

Zip	WA
-----	----

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	360-510-1337
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Secondary Telephone	Field not completed.
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Email Address	agranberg@whatcomymca.org
---------------	---------------------------

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

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?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>I am currently the program supervisor of Early Learning at the downtown YMCA that serves children birth-5. Before that I was a PreK teacher at the downtown YMCA. I have also been an infant, and toddler teacher. You name it and I have worked in some capacity with all age groups. I really find my work right now with early learning so crucial and important. I have been with the Y for almost 7 years. I have been working with children in varying capacities for 20 years. I have 5 children that have gone through head start, childcare and are now in the public schools. I have a degree in cultural anthropology from WWU as well as a degree in Early Childhood Education. I am also currently on the DEI task force at the YMCA. I have worked on the social emotional task force with the BSD, and pre COVID we used to have Parent Connect nights at the Y where we would bring in professionals of certain topics (offer childcare) to make it more accessible. The parents loved this. I have 5 children at home that I have advocated for, and I know first hand from my years of working with children and families and figuring it for myself issues facing young families. I am working class low income family that this task force is wanting to support and I want to share my years of working in this field to help the community.</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>The longer I work in the field of early learning the more I become an advocate for the children and families in my community. It is not easy right now to raise a family for many of us. There are challenges that we face everyday, and I face a lot of those challenges myself from finding quality care, putting food on the table, to getting your child into the doctor for speech, counselor or occupational therapist. It is not easy and families need as much support as we can give them. I am committed to helping and finding solutions to problems that families face on a daily basis. It is one of the reasons why I love my job, is because I want to be a resource for our families. I am the working class low income family that this task force is wanting to support and I want to share my years of working in this field to help the community. My passion is to help those navigate this world of raising kids when your ACES are starting to stack up against you already. I believe that I have a lot to offer from my passion. experiences and knowledge in this area.</p>
<p>References (please include daytime telephone number):</p>	<p>Meghan Reeve---1-714-421-2520 Abby Franklin---1360-510-4567 Erin McQuin---1-425-999-2853 Bill Ziels---1-360-255-0085</p>
<p>Signature of applicant:</p>	<p>Anne Granberg</p>
<p>Place Signed / Submitted</p>	<p>Bellingham,WA 98226</p>

(Section Break)

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From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 04, 2021 5:44:39 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

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Title	Mrs.
First Name	Jodi
Last Name	Greene
Today's Date	1/4/2021
Street Address	876 4th Street
City	Blaine
Zip	98230
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	(360) 966-6640
Secondary Telephone	Field not completed.
Email Address	jodilucas@hotmail.com

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 5

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Field not completed.
10. Please describe why you're interested in serving on this board or commission	Field not completed.
References (please include daytime telephone number):	Geof Morgan (360) 927-6300 geof.morgan@communityresilienceresearch.com Christine Ferrell (207) 521-6241 cferrell@blainesd.org
Signature of applicant:	Jodi Greene
Place Signed / Submitted	Blaine, WA
(Section Break)	

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Whatcom County Council
County Council Office
311 Grand Avenue, Suite 105
Bellingham, WA 98225

To Whom It May Concern:

I am writing to express my interest in being a member of the Child and Family Well-Being Task Force. I am currently a Blaine School District Registered Nurse as well as a parish nurse serving the faith community at Faith Lutheran Church in Bellingham and a mother of four school aged children. I graduated Western Washington University with a Bachelor's degree in Biology/Anthropology.

Since January of 2014, I've been employed as a school nurse for the Blaine School District. My overall goal is to increase the health and well-being for school aged children by breaking down barriers for basic needs as well as obtaining a free, equitable and appropriate public education. Observing the various inequities, breaking down barriers to serve families and with my training and expertise, I would be honored to serve Whatcom County on a larger scale. In December of 2019, I was awarded the Ken Gass Community Builder award for creating and overseeing our annual district Back to School Fair. The back to school fair consists of over 50 local organizations to connect with Blaine families such as Boys and Girls Club, Strengthening Families, Catholic Community Services, and faith organizations to name a few. The fair also offered free haircuts, free immunizations and low cost sports physicals. My role as a member of the Birch Bay/Blaine Thrives Coalition has been very rewarding. We have been focusing on the science of hope and how to connect community school and families together creating strategies and events to increase positive norms and mental health while focusing on reducing substance use.

At Faith Lutheran Church, I serve our parish by checking in and advocating for our members of all ages and work with the church council providing insight on serving and increasing the health and well-being of our underserved population throughout Whatcom County. I've enjoyed volunteering as a parish nurse since 2012. I also served two consecutive 3-year terms on the church council from January, 2014 through January, 2020.

As a mother of four school aged children, I am deeply invested in what youth are experiencing and how they navigate through these difficult times as well as offer hope and positive outcomes. It is important on my part to instill values of our land and human connection in my own children and learn deep rooted traditions as they are members of the Makah tribe. My husband grew up on the Neah Bay reservation and our older children spend the month of August staying with family learning the traditions of Native American culture such as dancing, beading, singing and drumming. Their late Grandpa's hobby was beading necklaces.

I am very happy to see this Task Force formed for the well-being of youth and families throughout Whatcom County. I feel that I have so much to contribute to this group and hope that you will consider me for this position.

Sincerely,

Jodi Greene

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 18, 2021 12:39:52 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

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Title	Mrs.
First Name	Alicia
Last Name	Hanning
Today's Date	1/18/2021
Street Address	127 Greens Ln
City	Everson
Zip	98247
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	2537975852
Secondary Telephone	Field not completed.
Email Address	hanningalicia@hotmail.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

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

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I am currently an MSW student at University of Washington. I reside in Everson, where I am a mother to five children, ages almost three (1/21), seven, ten, thirteen and fifteen. Prior to school starting this Fall, I worked as a Family Case Manager at the Agape Home, a part of the Lighthouse Mission. I had to leave my position due to the schooling of my children at home because of the new COVID guidelines. I have one child in day care in Bellingham, two elementary aged girls who attend Nooksack Elementary, one middle schooler who is homeschooled and one high school student who is also currently homeschooled. My middle schooler would be attending NVMS if they were in person classes. Additionally, I raised a child with severe Cerebral Palsy for eleven years before he passed away in 2014 so I am familiar with the unique challenges and benefits of children with special health care needs. To be transparent, I lived in King County throughout his lifetime so my experience in that regard is more general and not specific to Whatcom County. I moved here with my husband and our kids in Fall of 2014.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I have a vested interest in the future of our children. I am concerned about the current social stressors and would like to be a part of the solution.</p>
References (please include daytime telephone number):	<p>Mary MacDonnell, 360-733-3796.</p>
Signature of applicant:	<p>Alicia Hanning</p>
Place Signed / Submitted	<p>Everson, Washington</p>
(Section Break)	

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From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 11, 2021 11:40:09 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 Melissa

Last Name Isenhart

Today's Date 1/11/2021

Street Address 3701 Seeley St

City Bellingham

Zip 98226

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 7602221993

Secondary Telephone 4253092389

Email Address melissa@victimsupportservices.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force	Yes
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?	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	My husband is part owner of Tiger Construction, which is located in Everson, WA.
You may attach a resume or detailed summary of experience,	Attached

qualifications, &
interest in response to
the following questions

9. Please describe your
occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities,
and education

I am currently a Victim Services Coordinator for Victim Support Services. Victim Support Services is a non-profit, serving victims of crime and their families/those impacted in Whatcom county as well as other counties in Washington. I live in Bellingham, WA and primarily support victims of crime in Whatcom and Skagit Counties. Prior to this job, I was a police officer in Bellingham and worked as the Bellingham School District Resource Officer for two years. I currently work with many families and children and worked primarily with families and children when I was the resource officer. My resume is attached for further details regarding work history.

10. Please describe
why you're interested
in serving on this board
or commission

I am interested in serving on this task-force because our children/youth are extremely important and I want to make sure that they are all given the same opportunities to succeed, regardless of their diverse backgrounds, history, socioeconomic status, etc. I would love to be a part of the conversation of how we can make sure this is achieved.

References (please
include daytime
telephone number):

Lieutenant Chad Cristelli, Bellingham PD - 360-778-8631
Leslie McPherson, Victim Support Services - 425-252-6081

Signature of applicant:

Melissa J Isenhardt

Place Signed /
Submitted

Bellingham, WA

(Section Break)

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Melissa Jane Isenhardt

3701 Seeley St

Bellingham, WA 98226

Personal Cell: 760-222-1993

Work Cell: 425-309-2389

Work email: melissa@victimsupportservices.org

Personal email: melissaisenhardt@gmail.com

WORK EXPERIENCE

Victim Support Services, Victim Services Coordinator with Facility Dog (June 2020 – Present)

Responsibilities:

- Provide direct assistance to crime victims, their families and friends, and the community via telephone and in-person contacts with support dog
- Utilize the facility dog to offer emotional support, resources, referrals and assist with typical struggles created by victimization
- Provide information and referral services to victims/loved ones regarding other agencies, counselors, legal services, medical services, support groups and shelters. Responsible for maintaining up-to-date resources
- Provide follow-up and ongoing contact with clients
- Assist with filing for Crime Victims Compensation, writing Victim Impact Statements, and enrolling in Victim Witness Notification Program
- Coordinate and facilitate agency approved peer support group model for crime victims
- Maintain accurate records on all client contacts and complete required statistical information.
- Advocate on behalf of victims and survivors within the criminal justice system
- Act as a liaison between victim/family and the media, prosecutors, Crime Victims Compensation to include courtroom advocacy for pre-trial, sentencing, post-sentencing and appeals with support dog where appropriate
- Collaborate with outside resources and programs to provide comprehensive wrap-around services to victims
- Provide support and back-up to all direct service regions we serve – King, Island, Snohomish, Skagit, San Juan and Whatcom Counties

(LAW ENFORCEMENT)

City of Bellingham, Bellingham Police Department (3/16/2015-6/5/2020)

- **District Resource Officer** (1/18-6/20), Supervisor's Name: Sergeant Leighton
 - Responsibilities: Respond to school incidents and act as a liaison and resource for all schools in the Bellingham School District, teach classes, proactive policing and forming relationships in schools
- **Patrol Officer** (3/15-12/17), Supervisor's Name: Sergeant Cristelli
 - Responsibilities: Respond to 911 calls and conduct case follow up as needed, proactive policing in the city of Bellingham
- **Lead Explorers Advisor** (5/16-Present), Supervisor's Name: Sergeant Leighton
 - Responsibilities: Plan and conduct meetings for police Explorers (youth ages 14-21 interested in law enforcement), organize training opportunities for Explorers, take Explorers to a week long academy twice per year
 - Achievements: Academy Advisor (summer 2016, summer/winter 2017, winter 2018), Basic Academy Coordinator (summer 2018), Assistant Commander (summer 2019), Awards for physical fitness at the Snohomish Explorer Challenge (2019), WLEEA Advisor of the Year and Post of the Year (2019)
- **Peer Support Team Member** (1/17-6/20)
- **Honor Guard Member** (1/17-6/20)
 - Behind the Badge Foundation Honor Guard Training (October 2017, 30 hours)

Department of Homeland Security, U.S. Customs and Border Protection Officer

03/2009-03/2015 (Calexico, CA 3/09-5/11; Blaine, WA 5/11-3/15), Highest Grade Level: GS 12.3 (1895 Series)

- **Passenger Processing** (7/2009-3/2015), Supervisor's Name: Lindsey Osborn, First line supervisor, Blaine, WA
- **Field Training Mentor** (1/2012-03/2015), Supervisor's Name: Lisa Escobar, Training supervisor, Blaine, WA
- **Blaine Intelligence Group Task Force Officer** (6/2012-10/2012), Supervisor's Name: Michael Bol, Chief of Tactical Operations, Blaine, WA
- **Intermediate Force Safety Officer** (1/2013-03/2015), Supervisor's Name: Tony Castro, Firearms and Intermediate Force Supervisor, Blaine, WA
- **Seattle Field Office Honor Guard** (5/2013-03/2015) Supervisor's Name: Stephen Thompson, First line supervisor, Blaine, WA

LAW ENFORCEMENT TRAINING

- WSSO Conference (2018, 2019)
- Comprehensive School Safety training (7 hours, 6/25/18)
- School Safety Toolbox training (7 hours, 6/19/18)
- Homicide in America Training (8 hours, 4/17/18)
- Assessing Student Threats in the School – Level 1 Threat Assessment (8 hours, 3/29/18)
- De-Escalation and Smarter Policing (8 hours, 10/5/17)
- Peer Support Training (16 hours, 5/23/17-5/24/17)
- Advanced Roadside Impairment class (16 hours, 3/31/16-4/1/16)
- State of Washington Basic Law Enforcement Academy, Criminal Justice Training Center, Burien, WA (5/15-9/15)
- Customs and Border Protection Task Force Academy (Border Enforcement Security Task Force), FLETC, Harper's Ferry, WV (08/28/12-09/7/12)
- Customs and Border Protection Spanish Academy, FLETC, Charleston, SC (09/27/09-11/05/09)
- Customs and Border Protection Academy, Federal Law Enforcement Training Center, Glynco, GA (03/26/09-07/22/09)

AWARDS

- Firearms Award for Superior Marksmanship (CBPI 941)
- Firearms Award, CJTC
- Washington Law Enforcement Exploring Advisors (WLEEA) Advisor of the Year 2019

WORK EXPERIENCE (NON-LAW ENFORCEMENT)

Imperial Valley Press, Staff Writer, El Centro, CA (1/2009 - 3/2009)

Responsibilities: Staff writer for county and city government issues, the U.S. Navy Base in El Centro and the El Centro Regional Medical Center

KSWT, Account Executive, Yuma, AZ (8/2008 - 1/2009)

Responsibilities:

- Managed accounts
- Created new leads and secured new accounts
- Created client campaign proposals

Jeff and Jim's Pizza, Shift Manager/Delivery Driver, La Crosse, WI (10/2005 - 6/2008)

Responsibilities:

- Created weekly schedules for all employees
- Supervised staff and delegated tasks to employees
- Created weekly supply order lists and submitted orders
- Completed end of day procedures including counting and closing the cash register, creating the deposit and printing daily reports
- Cooked and delivered food
- Cleaned restaurant at end of shift

State Bank Financial, Marketing Intern, La Crosse, WI (7/2007 - 12/2007, 15 hours per week)

Responsibilities:

- Wrote, edited and distributed a monthly associate newsletter
- Published a quarterly shareholder newsletter
- Designed advertisements for sponsored events
- Assisted with planning and implementation of special events
- Public relations/marketing chair for the 16th annual SBF Chili Cook-Off
- Created and updated marketing results spreadsheets and graphs
- Ordered promotional materials when needed
- Sent out weekly mortgage rate updates and real estate market share reports
- Maintained brand standards in all correspondence and advertising
- Updated monthly marketing budget and donation spreadsheets

Campus Activities Board, Public Relations and Performing Arts Coordinator, La Crosse, WI (8/2004 - 12/2007, 15-20 hours per week)

Responsibilities:

- Publicity Committee Chair for Taylor Swift Concert (2007)
 - Developed a promotional plan and an extensive timeline for the event
 - Designed the public relations and advertising at UW-L and within the community for the concert

- Designed and ordered concert t-shirts
 - Coordinated publicity at other colleges including Viterbo, Western and Winona State
 - Efficiently delegated tasks to other members of the publicity committee
 - Sold out the concert within two weeks of tickets going on sale
- Performing Arts Coordinator (2005-2007)
 - Coordinated and assisted with production of theatre and other performing groups
 - Coordinated and assisted with set-up, execution and tear-down for all events
 - Designed the public relations and advertising at UW-L and within the community for all events
 - Kept close contact with artists and/or their agents to confirm and discuss show details
 - Coordinated volunteers for pre-show promotion and day-of-show help
 - Worked with other student organizations for co-sponsorship of events
 - Met weekly with other coordinators and graduate advisor and maintained weekly office hours
 - Assisted in the event selection process for future Performing Arts acts
 - Served as a resource and mentor for newer CAB members
- Summer Staff, CAB and Student Activities (2005 & 2006)
 - Assisted with the contracting of artists and performers for the 2005-2006 academic year
 - Ordered and designed all promotional materials 05-06 academic year
 - Contacted artists for permission to use their music on the CAB sampler CD and formatted the CD
 - Coordinated volunteers for CAB summer recruitment
 - Assisted with planning and implementation of CAB summer training for existing members
 - Assisted with the design of the CAB website
 - Contributed to financial decisions regarding CAB's annual budget
 - Organized, planned and ordered prizes for CAB's annual back to school concert
- Special Events Coordinator (2004-2005)
 - Coordinated events for UW-L's Family Weekend and Homecoming
 - Developed the public relations and advertising for all events

Huck's Houseboat Vacations, Marketing Intern, La Crosse, WI (1/2007 - 6/2007, 20 hours per week)

Responsibilities:

- Created product brochures and marketing materials for external audiences
- Developed promotions for multiple recreational boating programs
- Organized, scheduled and implemented the placement and distribution of brochures in all hotels and appropriate tourism venues throughout La Crosse, WI
- Worked independently on multiple projects with minimal supervision
- Prepared reports for management as necessary

Lori Knapp Inc., Certified Nursing Assistant, La Crosse, WI (9/2004 - 10/2005, 20 hours per week)

Responsibilities:

- Assisted residents with activities of daily living including eating, cooking and bathing
- Planned outings for residents

Disability Resource Services, UW-LaCrosse, Federal Work Study, La Crosse, WI (9/2003 - 6/2005, 15 hours per week)

Responsibilities:

- General office procedures including scheduling appointments, answering the phone, making copies
- Collaborated with professional staff and library staff to create and implement an online textbook library
- Worked dually with DRS and the Campus Activities Board to bring in a speaker for Disability Awareness month

Colonial Manor, Certified Nursing Assistant, Elma, IA (2/2000 - 11/2003, 20 hours per week)

EDUCATION

University of Wisconsin-La Crosse, La Crosse, WI

- Bachelor's Degree, 12/2007 (154 Semester Hours)
- Major: Communication, Minor: Psychology
- Overall GPA: 3.51 out of 4.00, Major GPA: 3.90 out of 4.00
- Honors: Cum Laude, Dean's list 5 semesters

FOREIGN LANGUAGES

Spanish

AFFILIATIONS

- Bellingham Community Band, Bellingham, WA - Trombone player (December 2019-present)
- North Cascades Community Orchestra, Bellingham, WA - Trombone player (September 2019-December 2019)
- YMCA Girls on the Run Program, Bellingham, WA - Coach at Lowell Elementary (September 2017-November 2017)
- Cornwall Church, Bellingham, WA
 - Middle School ministry volunteer (Spring 2018)
 - Weekly greeter at the 11 a.m. service (Spring 2019 – present)
- Whatcom Volunteer Chore Program, Bellingham, WA (March 2014-October 2014)
- Whatcom Humane Society, Bellingham, WA
 - Dog Days of Summer 5k Race Director (2017)
 - Critter Camp Counselor (30 hours per camp, August 2016, 2017 and 2019)
 - Volunteer trainer (April 2016-present)
 - Volunteer walking and caring for dogs (February 2014-present)
- Greater Bellingham Running Club, Bellingham, WA
 - Board member at large and social media coordinator (May 2015-December 2016)
 - Chuckanut Foot Race co-race director (2015 & 2016)
 - Scholarship coordinator (2015 & 2016)
 - Secretary (January 2014-May 2015)
 - Member (2011-present)
- Bellingham Trail Running Club member, Bellingham, WA (January 2013-2017)
- Calvary Chapel, El Centro, CA
 - Awanas leader (2010-2011)
 - Sunday school teacher (2010-2011)
- Jimmie Cannon's Valley Jazz member, El Centro, CA (2009-2011)
- Musik Mixers band member, Brawley, CA (2009-2011)
- Swiss Band member, Holtville, CA (2009-2011)
- University of Wisconsin La Crosse Alumni Association member (2007-present)
- Lambda Pi Eta, Communication Honor Society member, UW-La Crosse (2005-2007)
- Public Relations Student Society of America member, UW-La Crosse (2005-2007)
- American Red Cross volunteer, La Crosse, WI (2003-2007)
- Horse Sense for Special Riders volunteer, La Crosse, WI (2003-2005)
- Habitat for Humanity volunteer, La Crosse, WI (2003-2005)

PROFESSIONAL PUBLICATIONS

- Imperial Valley Press (staff writer)

COMPUTER SKILLS

- Microsoft Office: Word, Publisher, Outlook, PowerPoint, PhotoDraw, Excel
- Adobe: InDesign, Photoshop, Acrobat, Illustrator, Designer

REFERENCES

Bob Marvel

Cornwall Church, Pastor
Phone number: 360-733-2150
Email: suzannes@cornwallchurch.com

Joe Leighton

Bellingham Police Department, Sergeant
Phone number: 360-393-9978
Email: jleighton@cob.org

Chad Cristelli

Bellingham Police Department, Lieutenant
Phone number: 360-778-8631
Email: ccristelli@cob.org

Carly Brewer

Whatcom Humane Society, Volunteer Coordinator
Phone number: 360-201-6030
Email: volunteer@whatcomhumane.org

Rodney Nash

Department of Homeland Security, Customs and Border Protection, Chief, passenger processing, Blaine, WA
Phone number: 360-332-8511
Email: rodney.j.nash@cbp.dhs.gov

Andrea Coffey

Department of Homeland Security, Customs and Border Protection, Supervisor, passenger processing, Blaine, WA
Phone number: 360-332-4840
Email: andrea.n.coffey@cbp.dhs.gov

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 18, 2021 2:18:43 PM

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 Julee

Last Name Johnson

Today's Date 1/18/2021

Street Address 425 Park Ridge Road

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 3607395313

Secondary Telephone *Field not completed.*

Email Address juleej78@gmail.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I have always enjoyed working with children and was a teacher for three years prior to starting a family. After our third child was diagnosed with a seizure disorder and subsequently Autism Spectrum Disorder, my focus shifted to children with special needs. I was lucky enough to have Anne Brown as a friend and mentor who encouraged me "to get involved". I became a board member of what was then The Whatcom Infant Stimulation Program and taught a class at BTC for parents of children with special needs. I also began the first Chapter of Parent to Parent in Whatcom County. In 1990, I began working at Whatcom Center for Early Learning as a Family Resource Coordinator and remained there until I retired in 2012. Whatcom Center for Early Learning (WCEL) provides intervention services to children with special needs ages birth to three and their families. My responsibilities included making initial contact with families, developing the Individual Family Service Plan in conjunction with other team members and providing support and resources. I was the family's liaison with their local school district to ensure a smooth transition for eligible children at the age of three. During this time, I served on the board of The ARC of Whatcom County, was a member of the Governor's Committee on Disability and Employment and participated in Whatcom Taking Action. Since retirement, I have volunteered at WCEL and Family Promise and served as an officer of my P.E.O. Chapter for six years. Currently, I am volunteering weekly for the Bellingham School District distributing food packages to families.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I have lived in Bellingham for the majority of my adult life and cannot imagine a better place to live and raise a family. Although there has been tremendous growth since we've been in Bellingham, the quality of life remains good for many people. However, there are more and more families who fall through the cracks due to increased housing prices, scarcity of jobs and elimination of social and financial programs. In 2008, our son, Eric, was able to purchase his own home through Kulshan Community Land Trust. He would not be able to do that today as one of the critical federal support programs ended shortly after. I was very encouraged when I read about the formation of this task force and would like the opportunity to give back to my "Beloved Community" by becoming a member.</p>
References (please include daytime telephone number):	<p>Sandra Berner: (360) 303-5662 Former Executive Director at WCEL Jennifer Kurtz: (360) 961-4292 Speech Language Therapist at WCEL Cheryl Blair: (360) 739-5201</p>
Signature of applicant:	Julee Johnson
Place Signed / Submitted	Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 18, 2021 9:40:20 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	Dr.
First Name	Mara
Last Name	Kelley
Today's Date	10/18/1975
Street Address	2728 Iron Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360 325-2954
Secondary Telephone	Field not completed.
Email Address	mkelley@peacehealth.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force	Yes
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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?	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	Attached
--	----------

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>I work as a Pediatric Hospitalists at St. Joseph Medical Center. As a Pediatric Hospitalist, I provided care well newborns, critically ill and premature newborns as well as acutely ill pediatric patients in the ED and on the inpatient service. Over my ten years at PeaceHealth I have assumed a role as a physician leader representing the well being of children and their families. I am currently the Medical Director of the Pediatric Service Line for the Northwest Network of PeaceHealth. In this role, I work to create a bridges between the acute inpatient care of a pediatric patient and their continued care & health maintenance in the outpatient setting. Before becoming a doctor, I worked in the field of social work and counseling caring for children with complex health care needs as well as marginalized communities including at-risk youth and BIPOC communities.</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>The mission of the Pediatric Service Line is to ensure that every child in the community has access to the medical resources needed to optimize their health and wellbeing. Community building is essential to my role as the Medical Director of this service line. I work to create connections between the hospital, community clinics and community stakeholders/organizations for the children in our community. But my interest in this task force extends beyond my professional responsibilities. I am a passionate and committed member of the community. As a mom, I appreciate the beauty and the richness our county provides for raising children. But issues such as racial injustice, food insecurity, homelessness, and education limitations keep all children and families from experiencing the Whatcom County my privilege allows. I have reviewed the Child and Family Well-being Action Plan. I am impressed by its scope and would be honored to participate in the task force and contribute to this important work to address the inequities and barriers that face children and families in our county.</p>
<p>References (please include daytime telephone number):</p>	<p>8Jim Bochsler, MD Vice President of the Northwest Network of PeaceHealth Medical Group jbochsler@peacehealth.org 360 752-5130 Rachel Lucy, PhD Director of Community Affairs of PeaceHealth St. Joseph Hospital rlucy@peacehealth.org 360 788-6819 Amy Harley, MD Chief of Pediatrics of St. Joseph Hospital aharley@peacehealth.org 916 671-9083</p>
<p>Signature of applicant:</p>	<p>Mara W. Kelley, MD</p>
<p>Place Signed / Submitted</p>	<p>Bellingham, WA</p>

(Section Break)

Mara Wells Kelley, MD
2728 Iron Street · Bellingham, WA · 98225
360 325-2954
mkelley@peacehealth.org

Education/Training

2009-2010	St. Jude Children's Research Hospital	Fellowship in Pediatric Heme/Onc
2006-2009	University of Washington/Seattle Children's Hospital	Internship & Residency in Pediatrics
2002-2006	University of North Carolina School of Medicine	Doctor of Medicine
2000-2001	Bryn Mawr College	Post-baccalaureate program
1995-1997	Bryn Mawr College	BA in Anthropology
1993-1995	The George Washington University	Undergraduate

Clinical Employment

2010-present	Pediatric Hospitalist Service – PeaceHealth Medical Group (Bellingham, WA) Provide care for newborns and pediatric patients at St. Joseph Hospital in Bellingham, WA. Responsibilities include the care of well newborns, clinically ill & premature neonates, as well as acute pediatric care in the Emergency Department & inpatient floor. Full-time since 2014.	
2010-2013	Pediatric Clinic – PeaceHealth Medical Group (Bellingham, WA) During my first 3 years with PeaceHealth, I worked as a hybrid General Pediatrician. In addition to a part-time role in the Pediatric Hospitalist service, I worked as a paneled outpatient provider in the clinic.	

Leadership Experience

2019-present	Medical Director of the Northwest Network Pediatric Service Line Network Council – PeaceHealth Medical Group (Bellingham, WA)	
2017-present	Medical Director of Pediatrics – St. Joseph Hospital (Bellingham, WA)	
2016-present	Section Lead Pediatric Hospitalist – PeaceHealth Medical Group (Bellingham, WA)	
2016-2018 & 2020 - present	Chair of Pediatrics – St. Joseph Hospital (Bellingham, WA)	

Licensure/Certification

2010-present	State of Washington Medical License
2009-present	Certified by American Board of Pediatrics
2007-present	Neonatal Resuscitation Program (NRP) – next renewal March 2020
2006-present	Pediatric Advance Life Support (PALS) – next renewal April 2020

Professional Organizations

2010-present	Washington Medical Society Association
2006-present	American Academy of Pediatrics, FAAP since October 2010

Honors & Awards

2020	Provider of Excellence Award – St. Joseph Medical Center
2019	Stewardship Mission & Values Award – PeaceHealth Medical Group
2006	Alpha Omega Alpha Honor Society – University of North Carolina Medical School
2006	Alcott Medical Excellence in Community Service Award – UNC Medical School
2004-2006	Eugene Mayer Community Service Honor Society – University of North Carolina Medical School
1997	Graduated Magna Cum Laude – Bryn Mawr College

Research Experience

2006-2009	Written Communication During Physician-to-Physician Handoffs Mentor: Rita Mangione-Smith, MD – Department of Pediatrics, University of Washington Presented at PAS 2009
2003-2004	Cognitive Deficits After Postoperative Adjuvant Chemotherapy for Breast Carcinoma Mentor: Claire Dees, MD – Department of Hematology/Oncology, University of North Carolina Funded by NIH Student Research Grants
1996-1997	Migration, Nostalgia, and Family in the Life of a Mudeja Mentor: Steve Ferzacca, PhD – Department of Anthropology, Bryn Mawr College Senior thesis submitted & defended for Bachelor of Arts in Cultural Anthropology

Professional Experiences

2001-2002	Membership Development Director – Girl Scouts of Chaparral Council (Albuquerque, NM) Responsible for development of enrichment & empowerment programs for Native American & Latinx girls in Albuquerque & surrounding Pueblos.
1999-2001	Bilingual Outreach & Teen Director – Kennett Area YMCA (Kennett Square, PA) Responsible for grant-writing & program development for underserved Latinx youth & families.
1998-1999	Counselor/Teacher – Eckerd Youth Alternatives (Colebrook, NH) Provided 24-hr supervision & support to at-risk/adjudicated youth in wilderness therapeutic setting.
1994-1998	Assistant Director/Care Counselor – Camp JOY (Schwenksville, PA) Responsible for program direction, staff training & supervision of a residential summer/weekend camp for adults & children with developmental delay.
1997	Crisis Counselor – Planned Parenthood of Delaware (Wilmington, DE) Counseled patients on STD prevention, contraception & pregnancy termination.

Personal Interests

Exploring the beautiful Pacific Northwest and beyond with my husband & two children. I enjoy hiking, skiing, gardening, and children's literature.

References

Jim Bochsler, MD	Vice President of the Northwest Network of PeaceHealth Medical Group jbochsler@peacehealth.org	360 752-5130
Rachel Lucy, PhD	Director of Community Affairs of PeaceHealth St. Joseph Hospital rlucy@peacehealth.org	360 788-6819
Amy Harley, MD	Chief of Pediatrics of St. Joseph Hospital aharley@peacehealth.org	916 671-9083

Additional references available by request

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 04, 2021 10:22:07 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	Sarah
Last Name	Kidd
Today's Date	1/4/2021
Street Address	1701 Gladstone St
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603939819
Secondary Telephone	Field not completed.
Email Address	sarahk@lydiaplace.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>I am a Family Support Specialist at Lydia Place, and have been for two years. I support parents who are exiting homelessness and am part of a support team of wrap-around care providers that help families gain access to the resources and support that they need to not just maintain housing but also break the cycles of poverty and homelessness.</p> <p>I am also a certified postpartum doula, caring for families as they bring home a newborn, for 5 years. In this role I have paid particular attention to the mental health needs of postpartum parents, since it directly affects their ability to care for and bond with their children.</p> <p>I have a B.A. in Mathematics from Colorado College (2008) and have worked as a childcare provider both in clients' homes and in a school setting.</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>I believe deeply that the best way to increase positive outcomes for children is to care for them in the context of their families. Education, community support, and access to resources for parents are vital to strong, healthy families, and strong healthy families produce resilient children. I have a lot to share and would love to learn from others in our community!</p>
<p>References (please include daytime telephone number):</p>	<p><i>Field not completed.</i></p>
<p>Signature of applicant:</p>	<p>Sarah Kidd</p>
<p>Place Signed / Submitted</p>	<p>Bellingham, WA</p>
<p>(Section Break)</p>	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 12, 2021 9:58:41 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	Dr.
First Name	Monika
Last Name	Mahal
Today's Date	1/12/2021
Street Address	107 Sea Pines Ln
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603199727
Secondary Telephone	Field not completed.
Email Address	mrmahal@mac.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

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?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a board certified pediatrician who has cared for Whatcom County children and their families for the past 17 years. I currently work for PeaceHealth and am seeing our community struggling on many levels including with their mental well being and various social determinants of health all intensified during the pandemic.
10. Please describe why you're interested in serving on this board or commission	I have been looking for a way to contribute to the community needs outside of my work at Peacehealth. I served on the Board of Whatcom Center for Early Learning for 5 years. I found working outside the traditional medical setting on the behalf of our children and families is pivotal to creating a healthy and supported community. I often feel that the support and medical advice I provide in the clinic is limited and inadequate for many of our families that may be unable to follow through on due to struggles they face in the real world. Any part I can play in participating on the Child and Family Well Being Task Force would be appreciated.
References (please include daytime telephone number):	Chi-na Stoane 360-739-1769 Berle Stratton 360-921-8333
Signature of applicant:	Monika R Mahal
Place Signed / Submitted	Bellingham WA
(Section Break)	

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From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 05, 2021 10:20:43 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	Mr.
-------	-----

First Name	Tamara
------------	--------

Last Name	Mattson
-----------	---------

Today's Date	1/5/2021
--------------	----------

Street Address	2446 Lyn Ct.
----------------	--------------

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.
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Primary Telephone	3604109044
-------------------	------------

Secondary Telephone	3606031216
---------------------	------------

Email Address	TamaraM@Lummi-nsn.gov
---------------	-----------------------

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
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Committee

Child & Family Well-Being Task Force	Yes
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2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 5
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
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You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Attached
--	----------

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I am the Project AWARE Local Education Agency manager for the Ferndale School District representing the Lummi Nation and all Federally recognized American Indian/Alaskan Native students.</p> <p>Additionally, I am a licensed mental health counselor, a child mental health, and trauma specialist providing direct mental health services to the Lummi Nation via Lummi Behavioral Health Department.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I serve an under-represented Native American community via the Ferndale School District and the Lummi Behavioral Health Department. As such, I am in a unique position to awareness of the strengths, needs, and issues facing the Lummi youth and their families. By serving on the Child and Family Well Being Task Force, I can help the Whatcom County Government with improved equity and in meeting the needs of its under served Native American/Alaskan Native population. Therefore, indirectly better meeting the needs of the Lummi youth and families I serve.</p>
References (please include daytime telephone number):	<p>Megan Ballew, Lummi Behavioral Health Director, 360-312-2130, MeganB@Lummi-nsn.gov</p> <p>Leah Martinez, Clinical supervisor, Lummi Behavioral Health, 360-384-7149, LeahM@Lummi-nsn.gov</p> <p>Valerie Cultee, Project AWARE Director, Lummi Behavioral Health, 360-383-9288, ValerieC@Lummi-nsn.gov</p>
Signature of applicant:	Tamara M Mattson, LMHC, CMHC,
Place Signed / Submitted	Custer, WA/ 01-05-21
(Section Break)	

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Tamara M Mattson, LMHC, LHt, CMHS, CCTS
2446 Lynn Ct.
Custer, WA. 98240
360) 410-9044 cell

Objective: To serve the Lummi people in a clinical and administrative way while challenging my current abilities and skills. Specifically sought is a career opportunity that has the potential to make a difference in the lives of Lummi Nation children and their families.

Education: ***2/23-24/2020 Washington State Clinical Trauma Professional***
Course of Study: Clinical trauma response
Course of Study: Certification as Clinical Trauma Professional

9/15 – 06/18 Therapy Animal Program – Pet Partners, Level 1 & 2
AKC Canine Good Citizen Title Certification – American Kennel Club (for AAT Dog)
AKC Therapy Dog Title Certification – American Kennel Club (for AAT Dog)

9/12 – 06/13 University of Massachusetts
Course of Study: Autism Intervention Specialist Classes

09/11 – 06/12 Bellingham Technical College
Course of Study: Clinical Hypnotherapy
Certification Received. WA State License: HP603623463

10/03 – 12/06 Capella University
Course of Study: Clinical Psychology WA State License: LH60233712
Course of Study: Certification in Marriage & Family Therapy
Masters of Science Degree Awarded, with Honors.

2/05, 10/06 King County Bar Association
Course of Study: Family Law Guardian ad Litem, Title 26
Certification Received.

10/01 – 6/02 Bellingham Technical College
Course of Study: Para-Educator Certification Program.
Certificate Received.
All Washington State Para-Educator Core Competencies met.

Work Experience: ***12\14 – Present Lummi Behavioral Health***
Position: Community Mental Health Therapist, Child Mental Health Specialist
Position: Project AWARE Local Education Agency Manager, Ferndale School District. Including participating in FSD Emergency Mobile Response Team

04\13 – 12\14 Lyndale Child & Family Therapy (Private practice)
Position: Community Mental Health Therapist serving Medicaid clients in Lynden

8/08 – 04\13 *Catholic Community Services: Community Mental Health*
Position: Community Mental Health Therapist

3/07 - 8/08 *CCS: Children's Hospitalization Alternative Program: Skagit*
Position: Child Hospital Alternative Program Therapist (CHAP)

1/06 – 9/06 *CCS: Children & Family Community Mental Health: Whatcom*
Position: Clinical/Counseling MS Intern – Community Mental Health, CMHC

8/04 – 8/05 *Sunrise Services, Inc.*
Position: Crisis Response Aide, 24\7 On-call for Whatcom County

7/95 – 5/97 *Lake Whatcom Residential Treatment Center*
Position: Residential Clinician I / Rehabilitation.

8/94 – 3/95 *Hathaway Children's Services*
Position: Children's Residential Clinician.

Professional Trainings: Additionally, I have taken extensive professional skills enhancement trainings. Some of these include: Therapy Dog handling certification, Eye Movement Desensitization Reprocessing (EMDR 1 & 2 and FLASH - Certified); Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Applied Suicide Intervention Skills Training (ASIST); Professional Assault Response Training (PART); Dialectical Behavior Therapy (DBT) for children and adolescents training; Rational Living Therapy (RLT), 1-2-3 Magic Parenting; Parent Effectiveness Trainings (PET); Nurtured Heart; Para-educator training; Understanding self harming behaviors; Working effectively with resistant parents; Adlerian focused child and family training; trainings for Developmental Therapy-Developmental Teaching Observation Report Form, Revised (DTORF), Children's Functional Assessment Rating Scale (CFARS), Child and Adolescent Level of Care Utilization System (CALOCUS) assessments; the Washington state mandated HIPAA, Suicide prevention, and the blood borne pathogens/universal precautions courses, as well as CPR / First Aid certification. Including a multitude of other trainings.

Skills: My skills include, but are not limited to strength based, solution oriented, individual and family focused counseling. I have a specialty in children with a minor specialty in trauma. Also possessed are knowledge of mental health and social service systems. I enjoy conducting and analyzing assessments. Furthermore, I've developed strong leadership, multi-tasking and organizational abilities, am computer literate, and a familiarity with general office operations and machinery. Finally, I possess an inquisitive, enthusiastic, and compassionate, as well as resourceful and committed nature.

<i>Professional Memberships:</i>	2014 – Present	<i>Society of Indian Psychologists</i>
	2003 – Present	<i>WA State Psychological Association</i>
	2003 – Present	<i>APA Div. 53 Clinical Child & Adolescent Psychology</i>
	1994 – Present	<i>Gold Key Honor Society</i>
	1994 – Present	<i>Psi Chi Psychological Association</i>



RECEIVED

JAN 14 2021

WHATCOM COUNTY
COUNCIL

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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jean McMahon Date: 1/2/2021
Street Address: 6838 Braker Way
City: Lynden Zip Code: 98264
Mailing Address (if different from street address): _____
Day Telephone: 360-220-4730 Evening Telephone: 360-220-4730 Cell Phone: 360-220-4730
E-mail address: mjmcmahon52@gmail.com

1. Name of board or committee-**please see reverse:** Child & Family Well-Being Task Force
2. You must specify which position you are applying for.
Please refer to vacancy list. Working with Judy Ziels
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: _____
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: ATA? Childcare & Family Learning Center
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.
I have worked in child care for over 40 years, most of those years in Whatcom County - I worked at WCC Child Dev. Center for 18 of those years. I am the program supervisor for ATA?

11. Please describe why you're interested in serving on this board or commission: childcare?
I want to help the children & families in Whatcom County - I'm always looking for resources to help service the family that I care for

References (please include daytime telephone number):
Toni Petch - 360-594-1445 (work) Mary Watson 360-746-5143 (cell)

Signature of applicant: Jean McMahon

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, January 07, 2021 9:11:16 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	Mr.
First Name	Brian
Last Name	Nelson
Today's Date	1/7/2021
Street Address	2430 S Bakerview Pk Dr
City	Ferndale
Zip	98248
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	360-820-2772
Secondary Telephone	360-384-5709
Email Address	nidannelson@gmail.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 5

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am the director of the Bellingham Institute of Religion for the Church of Jesus Christ of Latter Day Saints. I have also served as a lay Church leader in Whatcom County for 15 years, where I have worked in our county to help the poor and disadvantaged. I have been a professional educator for 34 years now, and have also had several side businesses I have owned and operated.
10. Please describe why you're interested in serving on this board or commission	I have a desire to see families in our county supported and improved. I have a goal to assist in helping to eliminate poverty among disadvantaged families, and to support children. I have been involved in assisting those in need for 15 years, and love the idea of varied organizations coming together to work as a collaborative, unified group.
References (please include daytime telephone number):	Steven Pratt, 360-201-3654; Antonio Machado, 360-594-1415; Robin Christensen, 360-380-5225; Wynden Holman, 360-319-8717
Signature of applicant:	Brian J Nelson
Place Signed / Submitted	Bellingham, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 12:45:01 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	Field not completed.
First Name	Katherine
Last Name	Orlowski
Today's Date	12/29/2020
Street Address	2814 West Maplewood Ave, #203
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	3605953951
Secondary Telephone	Field not completed.
Email Address	katherineorlowski@yahoo.com

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

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?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	1+ years experience at HomesNOW Not Later.
10. Please describe why you're interested in serving on this board or commission	I'm extremely passionate and compassionate for Homeless families because I personally experienced Homelessness with my children due to my child's medical needs and domestic violence. Overall, I do this volunteer work because of personal experience.
References (please include daytime telephone number):	360.595.3951
Signature of applicant:	Katherine Orlowski
Place Signed / Submitted	Bellingham, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 04, 2021 8:12:02 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 *Field not completed.*

First Name Pauline

Last Name Owen

Today's Date 1/4/2021

Street Address 3856 Robby ct

City Bellingham

Zip 98226

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 3602249745

Secondary Telephone *Field not completed.*

Email Address Pauliowen1@gmail.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

Yes

If yes, please explain

I own an in home childcare program in Whatcom county

You may attach a resume or detailed summary of experience, qualifications, &

Field not completed.

interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have been in the field of early childhood education for over 20 years. I have worked in both nonprofit and for profit centers, and currently own my own in home childcare program. I am a graduate from Whatcom community colleges ECE program, and have served on their ECE advisory committee since 2016, and am the current committee chair. I am also the current president of the Whatcom providers association.
10. Please describe why you're interested in serving on this board or commission	I am passionate about improving access and increasing quality of early learning. I believe that an investment in our birth-5 population will greatly improve our community overall and know how important child care is to every aspect of our society, I would love to be involved in helping to drive this issue.
References (please include daytime telephone number):	Jamie Ashton (360) 603-6180 Bracken Marren (360) 303-2251
Signature of applicant:	Pauline Owen
Place Signed / Submitted	Bellingham WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, January 07, 2021 9:34:34 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	Ms.
First Name	Elizabeth
Last Name	Page
Today's Date	1/7/2021
Street Address	417 Gladstone St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603036200
Secondary Telephone	Field not completed.
Email Address	elizabethipage@gmail.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force	Yes
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am a member of the board of directors for Sean Humphrey House, a non-profit HIV/AIDS adult family home, which has received grants from Whatcom County to support the organization. I do not personally benefit in any material way from this association, and am not paid for my volunteer service.
You may attach a	Attached

resume or detailed
summary of
experience,
qualifications, &
interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Professional volunteer management experience focused on improving communities with empowered, adaptive, and diverse opportunities. Please see attached resume.
10. Please describe why you're interested in serving on this board or commission	I am committed to the well-being of children and families in our community, and wish to contribute to creating pathways for the community to support all families in healthy and safe growth and education.
References (please include daytime telephone number):	Carole Osier 360-224-4837 Robin Smiley 650-207-5089 John Ferdon 360-318-7521
Signature of applicant:	Elizabeth Page
Place Signed / Submitted	Bellingham, WA

(Section Break)

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ELIZABETH I. PAGE

Bellingham, WA 98225 · 360-303-6200 · elizabethipage@gmail.com

Community Leadership | Operations | Program & Policy Development | Fiscal Management | Board Partnerships

Creative, innovative leadership focused on long-range problem-solving, effective administration, and strategic deployment and development of resources. Supervisory experience of personnel and volunteers in advocacy, training, and daily staffing in support of organizational goals. Engagement with a wide variety of program and staff levels, able to inspire employees to achieve performance goals while enhancing organizational capacity. Capacity to implement systemic change using Lean Six Sigma methodologies. Knowledgeable about sourcing funds and monitoring grant alignment with organizational strategies. Continuously engaged in community relations, resulting in broadened donor loyalty and support for the organization while expanding and leveraging business and community partnerships. Demonstrated focus on prioritizing equity, inclusion, and belonging in attracting and retaining talent.

SKILLS | CAPABILITIES

- | | |
|--|--|
| <ul style="list-style-type: none">• Strategic planning, policy, and board development• Community outreach and networking partnerships• Public speaking experience (both in person and media) | <ul style="list-style-type: none">• Project management and team development• Proven fundraising track record• Extensive staff, board, and volunteer recruitment, training and supervision skills |
|--|--|
-

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

BLOODWORKS NORTHWEST

2005 – 2020

VOLUNTEER SERVICES GROUP MANAGER, WHATCOM, SKAGIT, SAN JUAN, SNOHOMISH, AND ISLAND COUNTIES (2017 – 2020)

Managed 200 volunteers over a 5-county territory, including recruitment, onboarding, supervision and coaching, training, retention, and scheduling, with a focus on compliance and in correlation with the organization mission and goals.

- Developed online volunteer intake, orientation, and recruitment tools for use throughout the organization in 2010.
- Developed, delivered, and evaluated online training curriculum for new and existing organization staff.
- Maintained community partnerships to support recruitment and high-value referrals, including WWU Service Learning Center, Whatcom County District and Superior Court, Whatcom and Skagit RSVP Volunteer Centers, The Opportunity Council, and WWU Pre-Med Club. Provided mentorship to new team members and successfully duplicated similar partnership programs in other territories.
- Initiated, led and facilitated technical support for online meetings for up to 75 participants, in a model that was subsequently adopted throughout the organization.
- Traveled throughout Western Washington to mentor and develop new employees and community partnerships.
- Areas of focus included position development, streamlining intake and support processes, training development, and a leadership role utilizing a customer-service approach to volunteer and staff management.
- Aggressively pursued public speaking and community networking opportunities not previously available to the organization, including ongoing radio interviews and urgent messaging platforms.
- Maintained personnel files, supervised, authored, and administered compliance records and training for 200 members.
- At the recommendation of senior leadership, completed an internal, 8-week LSSGB (Lean Six Sigma) Program and served on the LSSGB Advisory Committee.

BLOODWORKS NORTHWEST/PUGET SOUND BLOOD CENTER

VOLUNTEER SERVICES COORDINATOR (2005 – 2017)

- Lead the team that developed current volunteer intake, interview, orientation and recruitment tools.
- Developed new internship, promotions, and administrative volunteer positions to support organizational and staff needs.
- Initiated new connections and community partnerships to support volunteer involvement and deploy workforce resources strategically, most significantly in partnership with The Opportunity Council as a job skills training resource for persons re-entering the workplace.

- Areas of focus included developing volunteer roles to support donor recruitment, increasing the capacity for appointments to support a positive donor experience at mobile blood drives, streamlining volunteer intake and support processes, and utilizing a customer-service approach to volunteer management.
- Annually addressed groups of more than 300 as part of a donor and volunteer recognition event, as well as continuous representation at civic group and community events.

FEDERAL EMERGENCY MANAGEMENT AGENCY

2004

SURGE RESERVIST, 1549 - DR – ALABAMA, COMMUNITY RELATIONS OFFICER – HURRICANE IVAN

Established positive working relationships with disaster-affected, isolated and diverse communities.

- Excelled in flexible, team-driven approaches to a dynamic and rapidly-changing work environment.
- Performed outreach with regional and community leaders to facilitate Federal disaster assistance programs.
- Demonstrated ability to work with vastly different demographic and socioeconomic groups with respect and active listening skills in high-stress situations.
- Deployed both independent and group decision-making skills in crisis situations as needed.
- Directed special needs task force assignments and personnel.

GIRL SCOUTS - TOTEM COUNCIL, SEATTLE, WA

1996 – 2002

COMMUNITY SERVICES MANAGER/ MEMBERSHIP DEVELOPMENT MANAGER

WHATCOM, SKAGIT, SAN JUAN, SNOHOMISH, AND ISLAND COUNTIES

Excelled in creative adult recruitment strategies, including strategic planning, and consistently met challenging recruitment goals for youth and adult membership. Specialized in targeting diverse and hard-to-reach communities.

- Recruited and managed adult paid and volunteer program teams of 400 adults, supervised regional program delivery for 2,000 school age members.
- Routinely met and exceeded recruitment and diversity goals throughout a challenging and widespread territory.
- Oversight of all bank, personnel and training records, and recruiting and supervision throughout a 5-county territory.
- Extensive problem-solving and conflict management applied skills: Developed and taught conflict management at internal conferences throughout tenure.
- Sought, authored, and administered grants and allocation requests to United Way, DSHS, and varied local foundations.
- Developed and directed individual events for up to 500 youth and adult participants, including supervising contracting services and risk management assessments.
- Developed and administered budgets for new and ongoing programs.
- Cultivated productive relationships with United Way agencies in Skagit, Island, Snohomish, Whatcom, and San Juan counties that resulted in increased funding over time.
- Completed Training the Trainer Program, developed accessible and engaging adult education content for delivery to an inclusive base.
- Selected by leadership to attend Executive Director Training at Edith Macey Conference Center in New York

EDUCATION

M.B.A. in Management and Strategy, Western Governors University, Salt Lake City, UT

BA in English Literature, Western Washington University, Bellingham, WA

Lean Six Sigma Green Belt, Bloodworks Northwest

In process: **CVA** (National Certification in Volunteer Administration)

United Way Training

United Way of King County Volunteer Program Management

United Way of Skagit County Campaign Associate and Training

United Way of Whatcom County – On Board 101 Training

BOARD OF DIRECTORS SERVICE & COMMUNITY INVOLVEMENT

Board President, Sean Humphrey House, Bellingham WA, 2007-present

- Served as Interim Executive Director during all lead staff transition periods.
- Led strategic development initiatives that turned significant budget deficits into a balanced budget by 2009, and a \$400,000 reserve and investment portfolio as of 2016.
- Recruited and partnered with multiple Executive Director(s), led a board of directors in ongoing Executive position development, supervision, and comprehensive executive search processes.
- Provided mentorship and coaching for new Executive Directors and Board Members, with a significantly strong retention record.
- Public speaking in a variety of venues in support of the organization and policy/issue advocacy, including DSHS addressing panels in Olympia.
- Applied for private, state, city, and county grant monies, supervised administration of grant projects.
- Initiated online, web-based meeting tools for board members in 2009.
- Hired and supervised contractors to administer board retreats, executive review processes, grant writing, bookkeeping, and marketing, and special projects.
- Negotiated directly with state and local government agencies to advocate for funding and programs.

Board member, Kids Council Northwest (now Treehouse), Bellingham WA

Board member, Mother Baby Center, Bellingham WA

Board member, Bellingham Childcare and Learning Center

Founder, BENEFIT X, 1999-2013:

Organized and directed an independent, unique, all-volunteer annual fund-raising gala and satellite events since 1999, benefiting Sean Humphrey House, Domestic Violence and Sexual Assault Services of Whatcom County, Kid's Council Northwest, Womenscare Shelter, Blue Skies for Children, Bellingham Childcare and Learning Center, and Bellingham Food Bank.

- Managed volunteers to administer vendors, donations, sponsors, accounting, database (CRM), and Advertising / PR.
- Developed unique community engagement tools and partnerships with businesses that resulted in extraordinarily high retention of donors at all levels.
- Distributed more than \$70,000 in total funds to local nonprofits.

Member, Girl Scouts-Totem Council, Seattle WA:

Lifetime member with volunteer involvement as an Adult Recruiter, Troop Leader, Annual Meeting Delegate, Adult Education Advisory Committee member, Trainer, and Policy Input Coordinator.

Member, Parent Teacher Association Lowell Elementary & Fairhaven Middle School - 2014-present:

Co-President, Vice President, Check Treasurer, Enrichment Program Chair

Other Volunteer Activities:

Sexual Assault Advocate – Whatcom County Crisis Center

Mountain Search and Rescue

Riveters Collective

Whatcom COVID Helpers

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 11, 2021 12:08:52 PM

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 ROSALVA

Last Name Santos-Guzman

Today's Date 1/11/2021

Street Address 49 strawberry point rd

City Bellingham

Zip 98229

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3604417486

Secondary Telephone *Field not completed.*

Email Address Lio953r@gmail.com

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a teen mom that is currently enrolled in the GRADS program at Bellingham options highschool, with 2 kids ages 3 and with a almost 2 year old.
10. Please describe why you're interested in serving on this board or commission	I would like to learn more about other parents experience ,as well as I would also love to share my experience as a young parent who is trying to finish school and continue college to possibly be a surgery tech or be a kindergarten teacher.
References (please include daytime telephone number):	3604417486
Signature of applicant:	ROSALVA Santos-Guzman
Place Signed / Submitted	Bellingham wa
(Section Break)	

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From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 11, 2021 11:23:20 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	Field not completed.
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First Name	Abby
------------	------

Last Name	Smith
-----------	-------

Today's Date	1/11/2021
--------------	-----------

Street Address	316 E McLeod Rd, Suite 108
----------------	----------------------------

City	Bellingham
------	------------

Zip	98226
-----	-------

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	3609276647
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Secondary Telephone	Field not completed.
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Email Address	abby@skookumkids.org
---------------	----------------------

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

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?

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

Attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I currently serve as the Director of Programs at Skookum Kids, a locally grown nonprofit serving youth and families within the foster care system. I also work as a youth and family therapist, helping to build healthy relationships, mindsets, and systems within the home.</p> <p>Resume Attached.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I am very invested in the community of Whatcom County, and the health of our children and families. I am very excited about the opportunity to learn from new voices and collaborate with a diverse group of people to imagine and implement a brighter future for children. I am a skilled listener and communicator and enjoy learning from others' experiences in order to chart a better path forward. I have sat on many committees and task forces involving DCYF and local nonprofits and believe I could be of valuable service in this group.</p>
References (please include daytime telephone number):	<p>Ray Deck (518) 290-0729</p> <p>Laurie Alexander 360.319.2744</p> <p>Shannon Epps 206.349.5913</p>
Signature of applicant:	Abby Smith
Place Signed / Submitted	Bellingham, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

Abby Smith

LMHCA

360.927.6647
abby@skookumkids.org

Experience

Skookum Kids, Bellingham, WA

June 2015- Present

Director of Programs

- Build and lead programs that create support and safety for children and their families
- Ensure that physical and emotional needs of children, staff, and volunteers in all programs are seen and met
- Work with regional licensors and local social workers on case plans, program requirements, and policies
- Teach Trauma Informed Care practices to foster parents, staff, and community members

Catholic Community Services, Bellingham, WA

September 2019-June 2020

Mental Health Counselor

- Work with youth and families to build mental, emotional and relational health
- Create treatment plans and crisis intervention strategies to reach stability and safety
- Collaborate with school counselors, teachers, and primary care providers towards holistic health

Education

The Seattle School of Theology and Psychology, Seattle, WA

Masters of Counseling Psychology

June 2020

Seattle Pacific University

BA Communication and International Relations

June 2013

Certifications

Darkness to Light, Child Abuse Prevention

Caregiver Core Training (trainer)

Trust Based Relational Intervention

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Friday, January 15, 2021 1:02:27 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 *Field not completed.*

First Name Erin

Last Name Smith

Today's Date 1/15/2021

Street Address 2618 Nevada Street

City Bellingham

Zip 98226

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 14107073781

Secondary Telephone 13603060253

Email Address erins@lydiaplace.org

Step 2

1. Name of Board or Child & Family Well-Being Task Force

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Attached

<p>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</p>	<p>I currently work at Lydia Place as the Clinical Director as well as a behavioral health provider for individuals and families currently experiencing or who have exited homelessness. I have a Masters Degree in Social Work and I have worked in a variety of capacities with families of young children in our community including as a Domestic Violence and Sexual Assault Advocate, a Children and Family Mental Health Therapist, a Court Appointment Special Advocate, a Foster Parent, among others. In these roles I have spent a significant amount of time supporting families who are low-income, interfacing with many different systems, those who have experienced trauma, homelessness, and a variety of disabilities. The resume I have attached further details some of the experiences listed here. All of these professional and community activities have further solidified the numerous needs that our families with young children have and the critical window of time when children are young to mitigate the trauma and stress they experience so that they are able to have the opportunity to thrive.</p>
<p>10. Please describe why you're interested in serving on this board or commission</p>	<p>In addition to my work and volunteer experience, I am a parent of two young children (3 and 5) and having been the foster parent on numerous other children in my home, I have a variety of recent experiences with the challenges facing families with young children in our county including finding quality child care, healthcare access, behavioral healthcare access, education and special education needs, and balancing work and home life. I am also a member of the LGBTQ+ community and that gives me an additional lens through which I experience navigating systems in our community. I am passionate about ensuring that we are using an equity lens in our data analysis as well as our planning and service delivery so that we improve opportunities and outcomes for BIPOC in our community. It is incredibly important to me that we are diligently working to create better and more equitable access to opportunities for families in our community that all of our interventions center the experience and voice of those who are most vulnerable, and in particular BIPOC. Whatcom County is an exceptional place to live, and for many, an ideal place to raise a family. However, that is not the case for all families but I believe that it can be and that now is the time for us to prioritize child and family well-being. I believe that given my personal and professional experience in Whatcom County, I bring an important and unique lens to this dialogue.</p>
<p>References (please include daytime telephone number):</p>	<p>Ashley Thomasson 360-255-9692 Susan Marks 360-224-9333 Emily O'Connor 360-201-7796</p>
<p>Signature of applicant:</p>	<p>Erin Smith</p>
<p>Place Signed /</p>	<p>Bellingham, WA</p>

ERIN P. SMITH

2618 Nevada Street
Bellingham, WA 98226

(410) 707-3781
therapywiththerins@gmail.com

EDUCATION

Master of Social Work, University of Washington, Graduated March 2013
Concentration: Integrated Health and Mental Health

Bachelor of Science, International Health, James Madison University, 2000

SKILLS AND QUALIFICATIONS

- 20+ years of experience providing support, counseling, advocacy, mental and crisis intervention to youth and adults impacted by domestic violence, sexual assault, child abuse, and homelessness
- Licensed Independent Clinical Social Worker in Washington State.
- Children's Mental Health Specialist and Perinatal Mental Health Specialist
- Experience with brief and long-term therapy interventions, group psychotherapy, and intermittent crisis intervention with youth, adults, and families
- Fifteen years of experience managing personnel, interns and volunteers including training, supervising, coaching, and developing leadership among students and young adults
- Excellent communication skills both written and verbal.
- Proficient communication in Spanish

PROFESSIONAL EXPERIENCE

Lydia Place, Bellingham, WA
Clinical/Program Director

June 2015 – Current

- Provide trauma-informed crisis-intervention, assessments and ongoing in-home therapy to adults, children and youth experiencing homelessness
- Coach and mentor agency leadership team and oversee Program Supervisors of the housing, parenting, and campus support teams.
- Develop and implement programming to respond to the therapeutic needs of vulnerable families
- Supervise Masters Level Counseling Interns
- Educate agency staff about relevant mental health issues and consult on challenging cases.

Catholic Community Services, Bellingham, WA
Child and Family Therapist, Community Mental Health

September 2014-June 2017

- Provide individual and family therapy for children and families throughout Whatcom County
- Educate parents and youth about mental health diagnosis and strategies for coping, understanding, and managing symptoms.
- Provide crisis intervention, assessments, and case management services to youth and families to increase collaboration between families, schools, primary care physicians, specialists, and other community resources.
- Attend MDTs, IEP meetings, and focus of concern meetings with schools, parents, and youth serving agencies.
- Interned as therapist June 2012-May 2013

Skagit Domestic Violence and Sexual Assault Services, Mt. Vernon, WA
Executive Director

Sept 2009-Oct 2014

- Oversaw day-to-day crisis response and support services at community advocacy center, children's program, domestic violence shelter and 24-hour crisis line
- Provided clinical support and case consultation for agency staff, volunteers, and interns
- Provided crisis intervention and advocacy based counseling to those impacted by domestic and sexual violence
- Developed programming to respond to needs of adults and children affected by family violence

- Facilitated multidisciplinary team meetings working towards strengthening families and improving safety for children.
- Wrote and managed grants
- Promoted from Shelter Manager (2009-2010) to Associate Director (2010-2012) to Executive Director (2012-2014)

Roosevelt Elementary School, Bellingham, WA
School Social Work Graduate Practicum Student

Oct 2011-June 2012

- Assisted school social worker in designing, implementing, evaluating, and coordinating academic and behavioral plans and programs for elementary students
- Provided therapeutic school-based interventions and to elementary school children and families
- Developed, planned, and facilitated weekly student groups focusing on social skills, self-esteem, relationship building, and preparation for middle school.
- Identified family and student needs and connected them to local resources
- Taught and facilitated classroom presentations related to bullying, communication, and interpersonal skills.

Service Alternatives

March 2010-May 2011

Behavior Intervention Specialist

- Provided support and crisis-intervention to youth with developmental disabilities in a residential group home
- Taught life-skills to youth and collaborated with schools to reinforce skills and concepts from school at their residence.
- Ensured safety and licensing requirements were met and followed for residential care

Whatcom County Juvenile Court Services, Bellingham, WA
Court Appointed Special Advocate (CASA) Volunteer

Sept 2009-2014

- Represented the best interest of children and youth who are abused and neglected and have an active dependency case in juvenile court.
- Investigated child's circumstances, provide fact-based information, and make recommendations to the court as to the best interests of the child.
- Collaborated with the child's family, the court, schools, social workers, therapists, attorneys, care providers and other professionals involved in dependency cases to monitor the case, and ensure child's needs are being met
- Provided reports and testimony to the court in all related hearings

United States Peace Corps Volunteer, Ramotswa, Botswana
District AIDS Coordinator

April 2007- May 2009

- Conducted district-wide evidence-based strategic planning for HIV/AIDS programs.
- Coached local nonprofits in program development, grant writing, budgeting, and planning
- Facilitated *Girls Leading our World* gender empowerment groups for youth.
- Taught students reading and writing at the Ramotswa School for the Deaf
- Developed and coordinated life skills camp for 40 deaf adolescents aged 13-21.

Tundra Women's Coalition, Bethel, Alaska
Children's Advocacy Center Program Director

August 2000- May 2006

- Developed and managed Yukon-Kuskokwim Delta's Children's Advocacy Center, which served more than 300 children and youth each year.
- Wrote grants, managed \$400,000 yearly budget, reported to donors and board of directors, supervised 7 staff and 10 volunteers, and facilitated weekly multi-disciplinary team meetings.
- Provided forensic interviews of more than 150 children involved in child abuse investigations.
- Taught bullying prevention, sexual abuse prevention and adolescent reproductive health curriculum to more than 300 students in approximately 25 schools.
- Raised more than \$20,000 annually through special events and direct solicitation to send at-risk youth to Outward Bound courses and accompanied youth on three trips.

From: noreply@civicplus.com
To:
Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 12, 2021 2:13:58 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.
-------	-----

First Name	Alisha
------------	--------

Last Name	Spencer
-----------	---------

Today's Date	1/12/2021
--------------	-----------

Street Address	711 17th st
----------------	-------------

City	bellingham
------	------------

Zip	98225
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
--	----------------------

Primary Telephone	4253191486
-------------------	------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	a_spencer88@yahoo.com
---------------	-----------------------

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force

Yes

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

Yes

If yes, please explain

My husband and I own (he operates) Just Poke in Downtown Bellingham.

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	<p>I am a homemaker my husband and I own a local restaurant together, which he operates.</p> <p>As far as community experience, I've served on the Bellingham Roller Betties Board of Directors where I assisted in duties of league business including event planning, budgeting and community relations. As a skater I had the honor of representing BRB at various community events and organizations.</p>
10. Please describe why you're interested in serving on this board or commission	<p>The issues of race, poverty, drug addiction/ alcoholism, mental illness and parental incarceration have all played an active role in my early life.</p> <p>My family and I may not live in the reality of poverty any longer, however, it is clear that the stressors, lack of community support, and stigma had long term lasting repercussions on the health of my immediate family.</p> <p>I am interested in serving on this board, not as a professional in the community, but as a mother and someone with experience watching my family living within these systems and experience with the lasting effects of being let down by them. I am interested in what happens to these groups of folks in a community when they feel seen, heard and represented.</p> <p>I hope that I am able to lend my voice to this effort, if not, I am at least heartened to know this is a conversation that is happening within our community.</p>
References (please include daytime telephone number):	<p>Emmelina Mojica (360)223-8146</p> <p>Jessica Parrish (425)501-0002</p> <p>Christina King (206)788-5745</p>
Signature of applicant:	Alisha Spencer
Place Signed / Submitted	Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: Online Form Submittal: Board and Commission Application
Subject: Monday, January 04, 2021 12:01:59 PM
Date:

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.
First Name	Liz
Last Name	Stuart
Today's Date	1/4/2021
Street Address	2610 Franklin Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-393-9018
Secondary Telephone	Field not completed.
Email Address	elizabethreedstuart@gmail.com

Step 2

1. Name of Board or	Child & Family Well-Being Task Force
---------------------	--------------------------------------

Committee

Child & Family Well-Being Task Force	Yes
--------------------------------------	-----

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?	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	Attached
--	----------

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I work at WWU in the Prevention and Wellness Department as the Sexual Violence Prevention Outreach Specialist. I have worked in the field of domestic violence and sexual violence response and prevention for the last several decades. I am especially passionate about youth activism and leadership. I have a masters' degree in education from WWU and focused my culminating project on providing tools and education for promoting healthy relationships and consent to adult caregivers of children and youth. I was the co-facilitator for several years of the Ferndale youth coalition, as part of my work with the Commission on Sexual and Domestic Violence (S/DV Commission). In that role, I worked in partnership with a staff member at the Health Department to convene a group of stakeholders to address and prevent public health issues that our youth and children face (including drug and alcohol abuse, dating violence, sexual violence, and mental health and wellness). I convened two youth summits on healthy relationships and consent (Our Gender Revolution and the Big Consent Event) during my tenure at the S/DV Commission. I also collaborated with Lummi Victims of Crime to fund their youth conference on dating violence in 2018.

I am a working parent of three and social justice community organizer at heart. My children are 4, 9, and 13 and I have experience in four public schools and working with several school districts in both my professional and personal life. Finally, I have direct, personal experience with child sexual abuse and hold the stories of hundreds of domestic and sexual violence survivors in my heart that inform my perspective and commitment to social change.

10. Please describe why you're interested in serving on this board or commission

I am looking for a way to get involved in supporting and building community resilience during this unique time in history. Our systems have a history of failing and sometimes further traumatizing survivors of violence and oppression, especially our BIPOC community members. I am passionate about centering the needs of our most vulnerable community members and feel especially motivated to contribute at this time- it is also good timing for me because my youngest child will be entering school. I am also passionate about youth leadership and believe that our young people need to be represented when we are designing solutions to complex social and public health problems. I have a strong understanding of the public health model of social change, which promotes a multi-layered approach that looks at individual, relational, community, and environmental levels of change. I am a positive, creative thinker and I would love to learn and connect with a group of action-oriented neighbors who want to make a difference.

In regards to the identity groups that I represent (from #1,

above):

I am a working parent of three and social justice community organizer at heart. I have direct, personal experience with child sexual abuse and hold the stories of hundreds of domestic and sexual violence survivors in my heart that inform my perspective and commitment to social change, from my years of experience in local service organizations. I also represent higher education.

References (please include daytime telephone number):

Susan Marks (Executive Director, Washington State Coalition of Sexual Assault Programs, and former Director of the Bellingham-Whatcom County Commission on Sexual and Domestic Violence)
(360) 224-9333

Jessica Sankey (Director of Operations, Bellingham School District)
(360) 389-1182

Signature of applicant:

Elizabeth Stuart

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Liz Stuart, M.Ed.

(360) 393-9018

elizabethreedstuart@gmail.com

STRENGTHS

- Implementing comprehensive, evidence-based violence prevention campaigns
- Excellent interpersonal and communication skills
- Program evaluation and assessment
- Building collaborative partnerships across disciplines
- Developing and delivering training materials and curricula
- Mentoring youth and young adults
- Commitment to youth leadership, equity, anti-racism, and social justice
- Providing direct advocacy to survivors of sexual and relationship violence

EXPERIENCE

Western Washington University (Prevention and Wellness Department)

Sexual Violence Prevention Outreach Specialist

OCT 2019 - PRESENT

- Coordinate and lead campus-wide violence prevention campaigns, including skill-building educational workshops, relational and communication education, and structural strategies
- Train, supervise, and mentor 14 student Peer Health Educators
- Co-host a podcast on resilience and wellbeing during the pandemic with the Men's Resiliency Coordinator called [the WWU Social Distance Warriors Podcast](#)

Bellingham-Whatcom County Commission on Sexual and Domestic Violence

Project Manager

MAY 2014 - SEP 2019

- Coordinated Safe Futures, a federally funded project addressing and preventing sexual and intimate partner violence in the Blaine, Ferndale, and Mount Baker School Districts
- Convened coalitions of service providers, law enforcement, and school district administrators to develop procedures that prevent and respond to violence
- Planned and delivered two youth summits addressing sexual and relationship violence, with more than 250 youth and adult mentors participating
- Mentored youth-led prevention clubs and campaigns at area high schools
- Designed and delivered training and technical assistance to community partners

Domestic Violence and Sexual Assault Services of Whatcom County

Program Director

JULY 2008 - FEB 2012

- Directed all programs, including advocacy, education and prevention programs
- Managed and implemented all program evaluations, data collection, and reporting
- Provided oversight in revising training curriculum for all volunteers

EDUCATION and RECOGNITIONS

Community Builder Award - *December 2019*

Awarded by the Whatcom Family and Community Network for my work with Whatcom youth on sexual violence prevention

Western Washington University - *M.Ed., Adult and Higher Education (2018)*

Areas of interest: Adult Learning Theory, Community-University Partnerships

Purdue University - *B.A., Law and Society (2000)*

Sociology degree focusing on gender, race, and legal systems



RECEIVED

JAN 12 2021

WHATCOM COUNTY
COUNCIL

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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Tess Tessler Date: 1/11/21
Street Address: 4632 California TRAIL
City: Blaine, WA. Zip Code: 98230
Mailing Address (if different from street address): _____
Day Telephone: _____ Evening Telephone: _____ Cell Phone: 970 238-0796
E-mail address: tess.tessler1945@gmail.com

1. Name of board or committee—please see reverse: Child & Family Wellbeing task Force member
2. You must specify which position you are applying for.
Please refer to vacancy list. # 5 medical & Behavior Health Care
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.) _____ (X) yes () no
4. Which Council district do you live in? _____ () One () Two () Three () Four (X) Five
5. Are you a US citizen? _____ (X) yes () no
6. Are you registered to vote in Whatcom County? _____ (X) yes () no
7. Have you ever been a member of this Board/Commission? _____ () yes (X) no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? _____ () yes (X) 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 (X) 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.
After looking over 2.106.050 on your site, I believe #5
medical & Behavioral Health CARE Provider serving young children
and families. - see resume for further info
11. Please describe why you're interested in serving on this board or commission:
See cover letter

References (please include daytime telephone number): Debby Denny 928 853-5449
Tom Poston 910 382-9181

Signature of applicant: Tess Tessler

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

January 11, 2021

To Whom It May Concern:

Hello, I read the job posting for the child, and family wellbeing task force opportunity, and I am very excited to apply. I feel very connected to this subject, and I have a deep caring for children, and parents alike. I have made it my life's purpose to enhance those around me through my accumulated knowledge, wisdom, and insights which I have acquired over my years of living, and studying.

You have asked me why I am interested in serving on this task force, and what comes to mind is, I feel I truly have the background, I have the time, and I have the passion to work with others in this most important venture. I feel strongly that my life long years of experiences have made me uniquely qualified to contribute in this most meaningful cause.

I am enclosing a letter of recommendation from my past manager Ed Smith, who over the years became a true mentor, and friend. He has since passed.

I truly look forward to the possibility of being a part of this task force that would meet the needs of young children and families.

Sincerely, and with anticipation,

Tess Tessler

TESS TESSLER

1300 N. Indian Valley Way • Flagstaff, Arizona 86004
(520) 522-9369

EDUCATION

NORTHERN ARIZONA UNIVERSITY Flagstaff, AZ
Bachelor of Social Work (BSW), May 1998

DR. JAY VICTOR SCHERER'S ACADEMY OF NATURAL HEALING Santa Fe, NM
Certified Massage Therapist (1000 Hours), May 1983

CHILD DEVELOPMENT ASSOCIATES TRAINING Flagstaff, AZ
CDA Certificate, May 1979

PARENT EFFECTIVENESS TRAINING Detroit, MI
Parent Effectiveness Training Certificate To Teach, March 1976

CLEARY COLLEGE OF BUSINESS Ypsilanti, MI
Business Certificate, June 1965

WORKSHOPS

- Dale Carnegie Mini Course
- Brian Tracy Motivational Training
- Anthony Robbins Motivational Training
- The Forum (Landmark Education) – Leadership Courses
- Lifespring Awareness Class
- Alpha Truth Awareness Class
- Massage Polarity Training

EXPERIENCE

4/93 – 3/95

MASS MUTUAL LIFE INSURANCE COMPANY
Insurance Agent

- Sold life insurance through appointments set up by phone contacts and personal visits to clients.

4/92 – 2/93

NEW YORK LIFE INSURANCE COMPANY
Insurance Agent

- Sold life insurance through appointments set up by phone contacts and personal visits to clients.

1/86 – 4/92

GLEN ABBEY MEMORIAL PARK AND MORTUARY (SCI CORPORATION)
Pre-Need Memorial Counselor

- Sold cemetery and funeral arrangements pre-need.
- Gained extensive door-knocking skills; communicated with clients through personal phone calls and home visits.
- Provided workshops and seminars for other counselors.
- Honored as a top producer in Pre-Need office; exceeded corporate production goals 4 years in a row.

ACTIVITIES/HONORS

- Parents Anonymous Volunteer
- Montessori School of Flagstaff Volunteer
- Member of Golden Key National Honor Society
- Member of PHI ALPHA Honor Society

COMPUTER SKILLS

- Proficient in Microsoft PC Applications



**Pierce Brothers
Valley Oaks
Memorial Park & Mortuary**

MARCH 26, 1988

TO WHOM IT MAY CONCERN:

TESS TESSLER IS THE MOST BRILLIANT SALES REPRESENTATIVE I HAVE EVER HAD IN ANY OF MY SALES ORGANIZATIONS.

DURING MY SIX YEARS IN SALES MANAGEMENT, I HAVE NEVER EXPERIENCED ANYONE ELSE DOING SO WELL, LEARNING SO INTENSELY, SOARING SO HIGH.

I FIRST SPOKE WITH TESS ON THE TELEPHONE ON JANUARY 11, 1986. WE FIRST MET FACE TO FACE ON TUESDAY, JANUARY 14, 1986. THESE WERE MEMORABLE MOMENTS. SHE MADE A REMARKABLE FIRST IMPRESSION. SOME TRAITS I NOTICED WERE HER ENERGY, EMPATHY, PERSUASIVE ABILITY, JOIE DE VIVRE, HONESTY AND INTEGRITY.

ONCE SHE DECIDED TO COMMIT HERSELF TO SELLING OUR PROGRAM, WE WERE ON OUR WAY. DURING THE MONTHS THAT FOLLOWED, SHE AND I WORKED CLOSELY TOGETHER AS SHE BEGAN TO DISTINGUISH HERSELF WITH STEADY INCREASES MONTH BY MONTH.

SOON AFTER I LEFT GLEN ABBEY MEMORIAL PARK IN JUNE OF 1986, SHE BECAME THE TOP PRODUCER IN THAT SALES DEPARTMENT, SURPASSING MANY WHO HAD WORKED THERE, AND IN SALES, FAR LONGER.

SINCE LEAVING GLEN ABBEY, I HAVE FOLLOWED HER CAREER WITH INTEREST AND PRIDE. WE HAVE REMAINED IN TOUCH THROUGH LETTERS, PHONE CALLS, AND OCCASIONAL VISITS. SHE HAS CONTINUED TO GROW. RECENTLY I WAS SADDENED TO LEARN FROM HER THAT SHE WILL BE MOVING OUT OF STATE. SHE WILL BE MISSED.

TESS' BRILLIANCE IN THE FIELD OF PERSONAL SELLING IS PREDICATED ON ONE THING. SHE HAS TO BELIEVE IN THE PRODUCT OR SERVICE WITH ALL HER HEART. THIS RELATES TO THE INTEGRITY I MENTIONED, WHICH IS SUCH A DOMINANT FORCE WITHIN HER PERSONALITY.

TESS WILL BE AN ASSET TO YOUR COMPANY. HIRE HER, PAY HER WELL, AND SHE WILL DO YOU A LOT OF GOOD. BEST OF ALL, SHE WILL INSPIRE YOU, THRILL YOU WITH HER LOVE OF LIFE AND PEOPLE...JUST AS SHE HAS DONE FOR ME!

PLEASE CALL ME COLLECT AT THE NUMBER BELOW IF YOU HAVE FOUND WHAT I HAVE SAID HERE INTERESTING. SPACE DOES NOT PERMIT...

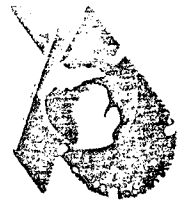
EDWARD SMITH
DIRECTOR OF SALES

Edward Smith

Post Office Box 4365 / Westlake Village, California 91361 / (805) 495-0837, (818) 889-0902



DANIEL T. MURPHY
Oakland County Executive



WILLIAM M. SPINELLI
Deputy County Executive

DEPARTMENT OF HUMAN SERVICES - HEALTH DIVISION

July 1, 1977

Hello

L. A. VOLBERDING
Department Director

ROBERT P. LOCEY, M.D., M.P.H.
Division Director

I am enclosing
a few more

TO WHOM IT MAY CONC. Papers I thought

During this past ^{might be} relevant and I have worked together
as volunteer members of ^{relevant} City Youth Assistance Program.
Ms. Tessler was a welcome ^{here} our Public Relations and
Parent Education Committee her enthusiasm, vivacity, and
willingness to give of herself.

As part of our work together, Ms. Tessler helped organize the
annual meeting of the Youth Assistance Program. She accepted the
responsibilities willingly and consistently followed through to complete
her tasks. She functioned well as a member of the planning committee
and her joyous personality helped make our task more pleasure than
work.

I have been impressed with Ms. Tessler's ability to work with
people. She has the fine sense of knowing what is going on in the
group and the ability to risk herself to assist the group in
accomplishing its goal. I would be happy to have Tess Tessler as
a member of my staff.

Sincerely,

Adelaide A. W. Williams
Adelaide A. W. Williams, M.P.H.
Chief, Health Education

OAKLAND COUNTY HEALTH DIVISION

1200 North Telegraph Road
Pontiac, Michigan 48053
(313) 858-1280

27725 Greenfield
Southfield, Michigan 48076
(313) 557-1400

**Juvenile Court for the County
of Oakland**

JUVENILE COURT JUDGES

DONALD E. ADAMS
NORMAN R. BARNARD
EUGENE ARTHUR MOORE
JOHN J. O'BRIEN

OAKLAND COUNTY COURTHOUSE
OAKLAND COUNTY SERVICE CENTER
1200 NORTH TELEGRAPH ROAD
PONTIAC, MICHIGAN 48053

TELEPHONE 858-0112

JOHN E. DOWSETT
DIRECTOR, JUVENILE SERVICES

JAMES M. McFARLAND
ASSISTANT DIRECTOR, COURT SERVICES
ANDREW T. YANG, PH.D.
COORDINATOR, RESEARCH TRAINING
AND CLINICAL SERVICES

June 29, 1977

RE: TESS TESSLER

To Whom It May Concern:

I am writing in reference to the above captioned individual who has been known to me thru her volunteer work at the Oakland County Youth Assistance Department of the Juvenile Court. As Coordinator of Parent-Education and Public Relations, I have had the opportunity and pleasure to work with Tess over the past year. From my professional and personal associations with her she has demonstrated excellent skills and qualifications for working in a variety of settings.

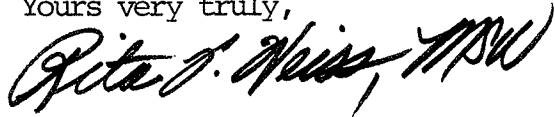
Ms. Tessler demonstrates an ability to establish warm, open relationships with both young people and adults. Thru her work as a member of the Berkley-Huntington Woods Parent-Education Planning Committee she reflected the capacity to develop programs relative to community needs--working with community leaders, parents, professionals, lay persons; a range of different volunteers with opposing views and played a significant role facilitating their working cohesively together. Similarly, she was helpful in delegating tasks to committee members at the same time encouraging enthusiasm and involvement. She always had a positive attitude, and creatively planned programs with the goals of "prevention of juvenile delinquency and neglect" in mind. The project involved brainstorming sessions, planning content and format, seeking resource consultants, developing publicity and recruitment techniques, and an evaluation questionnaire. The program ran for 5 weeks with 130 parents attending regularly to learn more effective parenting skills. It can be stated that Tess' enthusiasm enabled the committee to maintain a stick-to-it-tiveness when the pressure was on and much of the workshops success can be attributed to her participation.

Tess also has been a member of the Public Relations Committee where she has worked on producing a monthly newsletter The Comment, which enlists the support of local citizens in writing articles about facets of the Youth Assistance program in their local community. Most of her time has been involved in coordinating and planning the Annual Meeting which not only involved business, but the creative participation of a local theatre group, Willoway Apprentice Theatre. The young people were a part of the program

where dramatic improvisations provoked discussion about parent-child, student-teacher, and other interpersonal relationship conflicts.

Tess is extremely adaptable and able to accept supervision. She is an asset and credit to the organization and also her peers. I highly recommend her for employment where she is in contact with people.

Yours very truly,

A handwritten signature in black ink that reads "Rita F. Weiss, MSW". The signature is written in a cursive, flowing style.

Rita F. Weiss, MSW
Family Management Specialist

RFW/pm

Final Summary Comments

Tess Tessler

August 25, 1998

Throughout her placement at Arizona's Children Association, Tess has built a foundation for practice as a generalist social worker. Her experience has involved direct client system contact as well as research, resource development, staffings with community agencies and internal networking within the agency. Tess has demonstrated growth as a generalist social worker both personally and professionally. Tess' positive attitude and big heart make it clear she truly wants to help others. During this placement, Tess has dealt with some difficult issues which have resulted in personal growth; she seems more realistic in assessing client system needs, has more appropriate boundaries and is realizing that despite her best efforts and intentions, there are people who may continue to experience problems in their lives. Tess has built on her professional skills and knowledge in this placement by completing weekly projects designed to create a well rounded experience. Such projects included the topics of anger management, stress management, nutrition, parenting skills, community resources, bilingual resources, assessment and community agency interaction. Tess is dependable and a self starter who consistently completes work in a timely manner. She demonstrates positive regard for client systems, recognizes the unique differences of people and is committed to promoting social justice as a generalist social worker.

Rhonda J. Barnes, MSW

San Diego Trust & Savings Bank
San Diego, California

RAYMOND C. YARGEAU
SENIOR VICE PRESIDENT

November 22, 1991

Miss Tess Tessler
4926 Via Lapis
San Diego, CA 92122

Dear Miss Tessler,

Recently, I read a comment submitted by Andrea Tottress, a customer service representative at our Bonita Office, describing the fact that you returned a \$100 bill given to you in error. Though I realize that Andrea sent you a note of appreciation, I'd like to add my thanks as well.

Unfortunately, similar bank errors occasionally are viewed as "found money" by recipients. A thoughtful act such as yours helps rekindle our conviction that most customers are inherently honest and, thus, deserving of our trust as they deal with us regarding financial matters.

Please accept the enclosed gift certificate as a token tribute to your honesty.

Sincerely,



Raymond C. Yargeau

RCY/gct
Enclosure

cc: A. Tottress
P. Baldwin



Tess Tessler

Tess Tessler, Field Supervisor at Glen Abbey in California, achieved her Million Dollar Club status last year by door knocking. Last month she sold nine mausoleum crypts in one sale by knocking on a door. We interviewed Tess, together with Carl Chodowski, Sales Manager of Glen Abbey, to find her "magic formula" for success.

Tess started as a counselor on the phones at Glen Abbey in January 1985. "I soon realized that the phones weren't right for me. I wanted to go out and meet people. I need to see people."

After learning the presentation, she started Personal Direct Contact and on her first day while prospecting, she encountered six people that were interested in receiving information. She now spends more time working with referrals.

"I can't wait to see who God brings to me today," is her basic philosophy. "To me it is more than just selling cemetery property. I want to get to know the families. I sell myself first, establishing a rapport with the person. Then I sell cemetery property."

DOES PDC, BETTER KNOWN AS DOOR KNOCKING, REALLY WORK?

Both Tess and Carl follow the same guidelines:

1. Prospecting
2. Following up - setting appointments
3. Giving presentations
4. Making a sale
5. Getting referrals

What are your rules for successful door knocking?

1. Know your product. Study your script and make professional presentations.
2. Feel good about yourself. When you feel good about you, it is reflected in your attitude and body language.
3. Behave in a professional manner and look that way, too.

"Feel good about yourself."

How do you prepare yourself mentally to knock on doors?

1. Know that you're helping people and doing your job at the same time. Helping people makes **YOU FEEL GOOD!**
2. Believe in our product and know that **YOU ARE NEEDED.** Behind every door there is someone you can help. They need the service you have to offer.
3. Know that **YOU WILL BE SUCCESSFUL.**

What do you say to a counselor who has prospected all day, has not set any appointments and is feeling depressed?

"When you're feeling depressed, go out and make someone happy!"

Carl does not dwell on the negative...once you get it out of the way something positive will happen. So when you knock on a door and the person answering is negative, that's good, because the next door you come to may have someone who is anxious to listen to you.

As you can see, there is really no "magic formula". Tess and Carl are just following the natural progression from prospecting to making the sale and getting referrals. Tess is a vivacious, caring person who acts and dresses professionally. She wants to serve the people she meets and that attitude is projected by her actions.

There is no "magic formula" in the fact that Tess and Carl work together as a team. They have regular meetings where they set goals. "Everybody requires maintenance. If you don't, you become stagnant," is Carl's philosophy and this is reflected by the way he works with his sales team.

Thank you, Tess and Carl, for showing us that door knocking really works.

which is very interesting

Tess, I wanted to share something with you that I was asked to do in Vermont, I think you might have liked to hear this. My professor Bonnie, the last day of class asked us to write in our journals answering the following question: who in your life has nurtured you and given you a voice? We were only allowed to pick one person. After minutes of deeply concentrated thought, I had a very hard time choosing between you and dad. In turn, both of you have nurtured me and given me a voice. I finally decided to choose Tess, and reflected on the following in my journal: "My stepmother Tess came into my life at 6 years old, and she was nothing close to wicked. I had always had a mother who never listened to me, and when she did, she would either tell me to shut up and that I talk too much, or just laugh at me. At an early age I had very deep thoughts and liked to express myself, most likely imitating my father. My stepmother Tess, would always listen to me, she always showed enthusiasm in listening to me, therefore giving me a voice. She always asked me to elaborate and encouraged me to always find more information on my interests. I think this is essential in the development of the emotional intelligence of a child. She most likely was the one who saved my little spirit from being crushed, and to this day I can conclude that her contribution to giving me a voice has helped make me the university professor I am today. " This was what I wrote, and I thought you

8/24/2012

* This is an e-mail to me from my step daughter. Its an e-mail I believe every Parent would be grateful to read. I am one of those grateful step-parents that received. She was 24.

tess@tesstessler.com

From: "Emilia Gracia" <laprincesa071788@hotmail.com>
Date: Tuesday, January 17, 2012 8:54 AM
To: "tess" <tess@tesstessler.com>
Subject: Random
Hi Dad and Tess,

This is not an emergency email asking you to do outrageous and stressful favors for me or anything like that.

I have been doing a lot of reflecting lately, and I felt the urge to write you and Dad a thank you email.

Thank you for always being there.

Thank you for caring.

Thank you for believing in me.

Thank you for supporting me even if you didn't agree with what I was doing.

Thank you for making me believe in myself.

Thank you for teaching me integrity.

Thank you for teaching me practicality.

Thank you for demonstrating what it is to be honest and hard working.

Thank you for always putting my education as priority.

Thank you for teaching me to pay bills on time.

Thank you for always letting me be me.

Most importantly, Thank You for raising me to be an honest, hard working, well educated, and INDEPENDENT and AUTOSUFFICIENT adult. Thank you.

Love,

Em

Here is another email from my Step daughter Emilia.

THE HEART OF SOCIAL WORK

A profession of community, of caring and hope
A profession whose goal is to help people cope
A profession of change and adjustment to living
A profession to balance the taking and giving

How do we teach this Marvelous Mystery
The skills for today and respect for our history
The Values and Ethics, the Group and the Ego
Assessment and Interventions in Micro and Macro

We must listen and learn as we try to impart
What to some is a science, must be learned as an art
In each learner's style is a kernel of truth
And knowledge is stored until it grows into use

In a People's Profession where We are the tool
The lessons of life are not all in school
Though content and theory are a valuable part
If the seed is to flourish it must be touched by the HEART

Eleanor Nay-Chiles, 1997



RECEIVED
JAN 19 2021
WHATCOM COUNTY
COUNCIL

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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ann M. Welch (Annie) Date: 1/13/21
Street Address: 2335 Michigan St.
City: Bellingham, WA Zip Code: 98229
Mailing Address (if different from street address): _____
Day Telephone: 360-756-7502 Evening Telephone: (same) Cell Phone: 360-220-6838
E-mail address: annie.welch53@gmail.com

1. Name of board or committee—**please see reverse:** Child+ Family Well-Being Task Force
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: _____
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. see attached sheet

11. Please describe why you're interested in serving on this board or commission: I care deeply about the well-being of young children and their families and feel called to serve in this way if chosen.

References (please include daytime telephone number): Fr. Jeffrey Moore Assumption 360-733-1380
Anne Turnbull 360-305-7784 Jane Beckle 360-224-3116

Signature of applicant: Ann M. Welch

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I have been a member of Assumption Parish in Bellingham for over 30 years. I taught at Assumption Catholic school from 1991-1999. While a parishioner I served on numerous committees and groups.

From 2000-2001 I spent a year working in an orphanage in Nicaragua. The orphanage Casa Asis consisted of around 30 young children age babies to age 6. This passion to help young children lead to work I am currently involved in as a co-leader for a Chapter of Catholic Relief Services in our area. We have been advocating for the passage of the Global Child Thrive Act, which we were successful in getting passed into law as of Jan. 1, 2021. You may have seen several Letters to The Editor in local papers recently referring to our work and our success. The GCTA will provide needed early childhood activities and nutrition for children around the world who live in poor countries or have been displaced due to war or violence.

I am a retired educator. I became a National Board-Certified teacher working for 18 years in the Mount Baker School District at Kendall Elementary from 2001-2019. Kendall is a high poverty school with an extremely high percentage of students and families on free and reduced lunch. While at Kendall I participated in numerous trainings for trauma informed practices. Every classroom contained a significant number of children with numerous ACEs. ACE stands for Adverse Childhood Experiences. I believe our children are our future and as an experienced educator I know the value of providing stimulating early childhood opportunities for youngsters and their parents as their first educators, so that children come to school every day prepared to learn. I was also a certified English Language Learner instructor. When I started at Kendall there was a large population of students whose first language was Russian or Ukrainian. I enjoy working with diverse populations.

Given my years working at Kendall Elementary School, I have a network of connections in the county and would be able to draw upon these established relationships in my work with the council.

If you have other questions about my abilities or willingness to serve, please contact me at 360-220-6838.

Annie Welch



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-069

File ID:	AB2021-069	Version:	1	Status:	Agenda Ready
File Created:	01/15/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Lynden/Everson Flood Control Subzone Advisory Committee - Applicant(s): Ron Bronsema (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

LYNDEN/EVERSON FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

2 Vacancies, 4-year terms. Applicants must live within the subzone boundary. The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year 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: Applicant List, Bronsema Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES

APPLICANT LIST

AB 2021-069

LYNDEN/EVERSON FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

2 Vacancies, 4-year terms. Applicants must live within the [subzone boundary](#). The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. **Flood Control Zone District Board of Supervisors-appointed**

- Ron Bronsema



RECEIVED

JAN 08 2021

WHATCOM COUNTY
COUNCIL

COUNCILMEMBERS:

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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ron Bronsema Date: 11-24-20
Street Address: 8135 Northwood Rd
City: Everson Zip Code: 98247
Mailing Address (if different from street address): _____
Day Telephone: 360-354-2972 Evening Telephone: Same Cell Phone: 360-961-7792
E-mail address: rbdairx1@gmail.com

1. Name of board or committee-**please see reverse:** Lynden/Everson Flood Control sub-Zone A/C
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: 1997-2007, 2012-2020
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.
Retired Dairy Farmer, Vice chair Flood Control Zone District,
Past Chair Lynden/Everson Flood sub-Zone, Graduate
Lynden High School, Bellingham Tech College.
11. Please describe why you're interested in serving on this board or commission: Use my experience
To help sub-2 zone to make wise decisions.

References (please include daytime telephone number): Paula Harris 360-778-6285
Jon Hutchings 360-778-6200
Signature of applicant: Ron Bronsema

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Mr & Mrs Ron Bronsema
8135 Northwood Rd
Everett WA 98247

B

SEATTLE WA 980

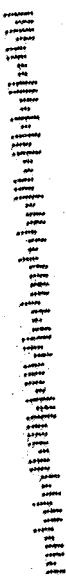
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HAPPY
HOLIDAYS



Whatcom County Council Office
311 Grand Avenue, Suite 105
Bellingham, WA. 98225

98225-409890





Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-065

File ID:	AB2021-065	Version:	1	Status:	Agenda Ready
File Created:	01/15/2021	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's reappointments and new appointments to Executive boards, committees and commissions; appointments to take effect on February 1, 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached committee appointment list and applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Executive appointment list, Applications



COUNTY EXECUTIVE APPOINTMENTS – January 2021

The following boards and committees have vacancies which are filled with appointments by the County Executive and confirmed by County Council.

AGRICULTURAL ADVISORY COMMITTEE

Nominated for reappointment is Matthew McDermott

BEHAVIORAL HEALTH ADVISORY COMMITTEE

Nominated for reappointment is Susan Wood

BICYCLE/PEDESTRIAN ADVISORY COMMITTEE

Nominated for reappointment is Sunny Beaver;

Nominated for appointment are Brian Johnson and Kelly Kendall

COUNTY APPEALS BOARD

Nominated for appointment are James Groves and Lawrence Nichols (alternate)

DEVELOPMENT STANDARDS TECHNICAL ADVISORY COMMITTEE (TAC)

Nominated for reappointment is David Galbraith

DEVELOPMENTAL DISABILITIES BOARD

Nominated for appointment is Valerie Billmire

ETHICS COMMISSION

Nominated for reappointment are Gary Jensen and Eli Wainman

Nominated for appointment is Riley Sweeney

FOOD SYSTEM COMMITTEE

Nominated for reappointment is Riley Sweeney

HOUSING ADVISORY COMMITTEE

Information only: designated position of Director of Homeless Service Center, Teri Bryant

MARINE RESOURCES COMMITTEE

Nominated for reappointment is Rachel Arnold;

Nominated for appointment are Elma Burnham, Colin Wahl and Heather Spore

PARKS & RECREATION COMMISSION

Nominated for reappointment are Sonja Max (At Large) and Pete Coy (District 2)

Nominated for appointment are Joseph Hashmail (At Large), Kristen Fagan (District 1), Brian Estes (District 4) and Wanda (Terry) Terry (District 5)

PUBLIC HEALTH ADVISORY BOARD

Nominated for reappointment are Steve Bennett, Sterling Chick and Lindsey Karas;
Nominated for appointment are Jacob Anderson and Amy Harley

RURAL LIBRARY BOARD (Whatcom County Library System)

Nominated for reappointment is Rodney Lofdahl

VETERAN'S ADVISORY BOARD

Nominated for reappointment are Christopher Brown and Robert Wilson

yes



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Matthew
Last Name	McDermott
Today's Date	1/12/2021
Street Address	6825 Goodwin Rd
City	Everson
Zip	98247
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	5307177224
Secondary Telephone	Field not completed.
Email Address	alluvialfarms@gmail.com
1. Name of Board or Committee	Agricultural Advisory Committee
Agricultural Advisory Committee Position:	Agricultural Producer
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	My first term will expire January 31, 2021
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	Owner/operator Alluvial Farms
10. Please describe why you're interested in serving on this board or commission	To continue service as an agricultural producer.
References (please include daytime telephone number):	<i>Field not completed.</i>
Signature of applicant:	Matthew McDermott
Place Signed / Submitted	Everson, WA

yes



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Field not completed.
First Name	Susan
Last Name	Wood
Today's Date	11/3/2020
Street Address	3302 Iowa Dr.
City	Bellingham
Zip	WA
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	360-920-2203
Secondary Telephone	Field not completed.
Email Address	susanmwood@comcast.net
1. Name of Board or Committee	Behavioral Health Advisory Committee
Behavioral Health Advisory Committee Position:	Behavioral Health Professional
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 am currently on the BHAC in my first term, which started three years ago.
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	<p>I hold a Master's in Counseling Psychology and a Master's in Education, and I spent my entire working life working in local public schools. I spent the first half of my career as an English teacher at both the university and high school levels. For the second half of my career, prior to retiring in 2014, I was a high school counselor at Ferndale High School, where I provided counseling services to students and families from diverse backgrounds and worked closely with local mental health and substance abuse providers and agencies.</p> <p>I am a volunteer guardian ad litem for Whatcom County, working as an advocate for children in dependency cases and working closely with agencies such as Brigid Collins, Lydia Place, and Catholic Community Services. I spend time working within the court system, encouraging parents in dependency cases to participate in supportive systems such as drug court and in providing information to the court regarding the best interests of the children involved.</p>
10. Please describe why you're interested in serving on this board or commission	I appreciate that our community sets aside funds to support community behavioral health and believe that my experience and background give me a unique perspective to offer as difficult decisions are made regarding allocation of resources. Especially given the strain the Covid-19 pandemic has put on our systems, careful analysis of the most effective, compassionate ways to support community behavioral health needs is necessary and I would like to do my part in helping think through these decisions.
References (please include daytime telephone number):	Because I am currently on the BHAC, you can speak with Jackie Mitchell from the health department about my current work on the board - 360-778-6048 Cynthia Whipple, VGAL supervisor - 360-410-5005
Signature of applicant:	Susan Wood
Place Signed / Submitted	Bellingham, WA



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Field not completed.
First Name	Sunny
Last Name	Beaver
Today's Date	1/2/2021
Street Address	2706 Nevada St
City	Bellingham
Zip	98226
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	707-391-5173
Secondary Telephone	Field not completed.
Email Address	slb95449@gmail.com
1. Name of Board or Committee	Bicycle/Pedestrian Advisory Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 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:	January 2017-present
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 have a BA in Geography and an interest in transportation planning. I currently do accounting work in the craft beer industry and have commuted daily by bike or foot for over a decade. In my time off, I am also an avid recreational cyclist both on the roads and on the trails in the County.
10. Please describe why you're interested in serving on this board or commission	I've been on the committee for the last four years and wish to continue the work on multi-modal transportation advocacy in the County.
References (please include daytime telephone number):	Bill Morrison 360-393-6914 Dave Vitt 360-739-3608
Signature of applicant:	Sunny Beaver
Place Signed / Submitted	Bellingham, WA

yes



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Brian
Last Name	Johnson
Today's Date	1/4/2021
Street Address	1916 South Colby Court
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603253823
Secondary Telephone	3606762287
Email Address	brian.dc.johnson@gmail.com
1. Name of Board or Committee	Bicycle/Pedestrian Advisory Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I am currently employed at WTA as an Applications Administrator. I also worked at Whatcom County for 11+ years in various roles within the Planning Department and IT.</p> <p>I hold a Bachelor's degree in Urban Planning from WWU and a Masters degree in Sustainable Transportation from UW.</p>
10. Please describe why you're interested in serving on this board or commission	I am not an "anti-vehicle" advocate, but am interested in providing more opportunities for bicyclists and pedestrians throughout Whatcom County. I am a firm believer in the "8-80 cities" concept, where you design areas for people aged 8 and 80 (and thus people between those ages will also be included).
References (please include daytime telephone number):	<p>Benjamin Glassett: 360-201-0783</p> <p>Ryan Hill: 360-201-5147</p>
Signature of applicant:	Brian Johnson
Place Signed / Submitted	Bellingham, WA



yes

Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	Kelly
Last Name	Kendall
Today's Date	12/18/2020
Street Address	2821 Victor St
City	Bellingham
Zip	982252249
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	3602013625
Secondary Telephone	Field not completed.
Email Address	kellydkendall@gmail.com
1. Name of Board or Committee	Bicycle/Pedestrian Advisory Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 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?	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	See attached
10. Please describe why you're interested in serving on this board or commission	See attached
References (please include daytime telephone number):	See attached
Signature of applicant:	Kelly D. Kendall
Place Signed / Submitted	Bellingham WA

Kelly Kendall

Bicycle Pedestrian Advisory Committee

PROFILE

As a life long cycling enthusiast and Bellingham resident since 1977, I would like to contribute my voice and experience in supporting the continued improvement of the types of infrastructure that will help move the community toward less reliance on fossil fuels. Since retiring in 2015, I have ridden regularly, averaging 4,000-5,000 miles annually. During my work career at the Phillips 66 refinery at Neptune Beach, I frequently commuted by bike from my Columbia neighborhood home (25 mile round trip).

EXPERIENCE

Lead Operator, Phillips 66 Refinery; Ferndale WA- 1995-2015

Worked rotating 12-hour shifts in a variety of capacities related to the handling, storage and shipping of both crude and refined petroleum products. Served as a first response member of the on-shift fire brigade.

Financial Secretary, United Steelworkers Local 12-590- 2000-2015

Served as the financial officer for my 140 member union local. Kept monthly books and monitored dues receipts, paid bill, and filed all local, state and federal tax and department of labor reporting forms.

COMMUNITY AND VOLUNTEER

Volunteered at the Whatcom Literacy Council (math and reading tutor), Mount Baker Bicycle Club (ride leader and bike to work day), Mt Baker Theater, Boy Scout troop 40, Columbia PTA (treasurer) and Eldridge Historical Society (treasurer). Lobbied in Olympia with Washington Bikes for successful passage of the "bicycle safe stop" legislation.

SKILLS

Computer literate and capable with spreadsheet and word processing.

PERSONAL REFERENCES

Mark Steinberg 360-303-2297, marksnd@gmail.com

John Hauter 360-305-0127, jmhauter@comcast.net

2821 Victor St., Bellingham, WA 98225-2249

kellydkendall@gmail.com

360-201-3625

yes



Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	James
Last Name	Groves
Today's Date	11/17/2020
Street Address	1145 Lingbloom rd.
City	Bellingham
Zip	98226
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	360-752-0514
Secondary Telephone	360-224-9621
Email Address	Jmgrvs123@gmail.com
1. Name of Board or Committee	County Appeals Board
County Appeals Board Position:	Construction Trade
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	Retired electrician, Board of Trustees at Bellingham Technical College, Vice President, Treasurer, Executive board for IBEW local 191.
10. Please describe why you're interested in serving on this board or commission	After two terms on the Board at BTC I'm ready to volunteer my time for something new. I enjoy working with others & I wish to make a difference.
References (please include daytime telephone number):	David Warren - 360-671-1142 Kim Perry- 360-752-8333
Signature of applicant:	James Groves
Place Signed / Submitted	Bellingham, WA



Application for Appointment to Whatcom County Boards and Commissions

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Title	Field not completed.
First Name	Lawrence
Last Name	Nichols
Today's Date	12/16/2020
Street Address	3773 Spring Coulee Road
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	2533019164
Secondary Telephone	Field not completed.
Email Address	Lar60626@gmail.com
1. Name of Board or Committee	County Appeals Board
County Appeals Board Position:	Construction Trade
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	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 currently a construction inspector for GeoTest Services in Bellingham, I am ACI Certified, ICC Certified for Reinforced Concrete, Proprietary Anchors, and I have my CESCL (Certified Erosion and Sediment Control LEAD) certification. I have experience with soils, concrete, roadwork and stormwater.
10. Please describe why you're interested in serving on this board or commission	I believe my perspective as an inspector will come in handy with the Board of Appeals. I have extensive knowledge within certain aspects of construction and look at it from a different point of view than contractors.
References (please include daytime telephone number):	Kevin Richardson - 360-920-1146
Signature of applicant:	Lawrence Nichols
Place Signed / Submitted	Bellingham, WA



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: David Galbraith Date: December 17, 2020
Street Address: 909 Squalicum Way, Suite 111
City: Bellingham Zip Code: 98226
Mailing Address (if different from street address): _____
Day Telephone: 360-671-7387 Evening Telephone: 360-815-3885 Cell Phone: 360-815-3885
E-mail address: dgalbraith@psurvey.com

1. Name of board or committee-**please see reverse:** Development Standards Technical Advisory Committee
2. **You must specify which position you are applying for. Please refer to vacancy list.** Civil Engineer
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: 2/1/2019 through 1/31/2021
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: I am part of the ownership group at Pacific Surveying and Engineering
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.

I am a civil engineer licensed in the state of Washington, see attached resume

11. Please describe why you're interested in serving on this board or commission:
I want to use my professional experience related to development activities to review and improve the Whatcom County Development Standards.

References (please include daytime telephone number): See Attached Resume

Signature of applicant:

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David Galbraith, PE

Project Engineer & Principal

Summary of Qualifications

David is a project engineer with more than 16 years of experience on a wide variety of civil engineering and surveying projects. He has had civil engineering design responsibilities for municipal, residential, industrial, and commercial developments including pedestrian improvements, water and sewer systems, drainage, parking facilities, and roadway designs. He is extremely proficient in utilizing AutoCAD C3D software to streamline production of civil engineering drawings including plan & profile sheets, grading plans, cross-sections, etc. Mr. Galbraith's technical design experience includes urban street design, commercial site grading plans, sanitary sewer conveyance, potable water distribution, fire lines, cross connection control improvements, pedestrian corridors, and stormwater management. Mr. Galbraith's project experience includes client and project team management, scheduling, permit acquisition, and design team leadership responsibilities. He is experienced in preparing roadway plans and bid documents satisfying WSDOT requirements.

Project Experience

Bellingham Christian School Development

Bellingham Christian School
Brent Cowden, Project Manager
(360) 592-4200

Barkley District Improvements

The Barkley Company
John Moullen, Project Manager
(360) 671-6450

All American Marine / Hilton Avenue

Port of Bellingham
Jon Gibson, P.E., Project Manager
(360) 676-2500

Alpha Technologies Site Improvements

Larry Madsen, Project Manager
(360) 201-8425

Expertise

- Geometric Road Design
- Storm Water Management
- Construction Quality Control
- Construction Cost Estimating
- Public Roadway Design
- Industrial Site Development
- NPDES Permits
- Pedestrian Corridors
- Construction Management
- Permit Coordination

Education

- BS - Civil Engineering
University of Washington
Seattle, Washington

Registration & Affiliation:

- PE - State of Washington No. 44679
(2008)

Professional References:

Mrs. Jaime White
Land Use Consultant
Whatcom Land Use Consulting
Bellingham, Washington
(360) 961-2489

Mr. John Moullen
Project & Facilities Manager
BARKLEY COMPANY.
Bellingham, Washington
(360) 671-6450

Mr. Jon Gibson, PE
Project Engineer
Port of Bellingham
Bellingham, Washington
(360) 676-2500

Mr. Peter Carletti, AIA
Principal
Carletti Architects
Mount Vernon, Washington
(360) 424-5726



January 6, 2021

TO: Satpal Sidhu, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

I am pleased to recommend Valerie Billmire for initial appointment to the Developmental Disabilities Advisory Board. (DDAB) The DDAB nominating committee recommended her nomination on 1/6/21.

Valerie brings a wealth of experience as the parent of a child with disabilities and as a board member on various boards and councils at the state and national level. Her references describe her as a fair, open-minded and articulate advocate for individuals with disabilities and their families.

As you can see, Valerie provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities. Thank you for considering this nomination for appointment.





yes

Application for Appointment to Whatcom County Boards and Commissions

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Title	Field not completed.
First Name	Valerie
Last Name	Billmire
Today's Date	12/21/2020
Street Address	7366 Alma Ct
City	Ferndale
Zip	98248
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	435-714-0354
Secondary Telephone	Field not completed.
Email Address	vbillmire@yahoo.com
1. Name of Board or Committee	Developmental Disabilities Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in	Yes

Whatcom County?

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

My husband, Mark Billmire, works for Lynden city as the Fire Chief.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Resume.pdf – see attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Please see attached resume.

10. Please describe why you're interested in serving on this board or commission

I have a strong history as a developmental disability advocate and believe I can be of service to the Whatcom county community.

References (please include daytime telephone number):

Lynne Nilson 435-640-6147
Jeannie Havaland 360-603-0078

Signature of applicant:

Valerie Billmire

Place Signed / Submitted

Ferndale, WA

VALERIE P. BILLMIRE M.S.
Ferndale, WA 98248
1-435-714-0354
vbillmire@yahoo.com

Education

Master of Science, Community Health Education, University of Utah, Salt Lake City, UT, 1992
Bachelor of Science, Sociology, Weber State College, Ogden, UT, 1988

Skills and Abilities

Capable of organizing time, activities and people. Able to evaluate a task to be accomplished in an efficient, timely manner. Highly motivated and energetic with strong interpersonal skills. Exceptional self-initiator and self-motivator. Able to negotiate well. Able to communicate effectively with high level government officials and other individuals at all levels. Understands explicit, as well as implicit, political organizations. Comfortable in front of an audience, has positive public speaking reviews.

Volunteer Experience

Citizen Member, President's Committee for People with Intellectual Disabilities, May 2006-May 2008. Appointed by the President of the United States, George W. Bush. Provide advice to the President and the Secretary of Health and Human Services concerning a broad range of topics relating to people with intellectual disabilities. Primarily following President Bush's New Freedom Initiative to recognize and uphold the right of all people with intellectual disabilities to enjoy a quality of life that promotes independence, self-determination and full participation as productive members of society.

Chair, Utah Developmental Disabilities Council, June 2004-December 2006. Appointed by the Governor of Utah, Jon Huntsman, Jr. Preside at meetings of the Council and Executive Committee and see that all recommendations of the Council are duly transmitted. Spokesperson for the Council in relation to the public, press and the State Legislature. Appoint Committee Chairs and perform other duties assigned by the action of the Council to carry out the above responsibilities.

Member, Utah Developmental Disabilities Council, June 2001-June 2004. Appointed by the Governor of Utah, Olene S. Walker. Engage in advocacy, capacity building and systemic change activities. Contribute to coordinated consumer and family directed supports and any activities that promote self-determination for all persons.

Work Experience

Technical Assistance Specialist, National Association of Councils on Developmental Disabilities (NACDD), Alexandria, VA. December 2006-September 2009. Identify, recruit, coordinate and link technical assistance to assigned State and Territorial Councils on Developmental Disabilities, annually based on the Council identified need(s) and evaluate effectiveness of technical assistance training. Disseminate information to State Councils using a variety of methods. Facilitate the development of a Guide to State Councils. Develop and moderate the technical assistance list serve. Facilitate and coordinate the annual Technical Assistance Institute, including making programmatic and logistical arrangements, coordinating program with Administration on Developmental Disabilities staff.

Director, Bureau of Health Promotion and Education, Salt Lake Valley Health Department, January 1993-April 1997. Assure the planning, development, implementation and assessment of resources, time, equipment and facilities. Implement policies and procedures, delegate responsibilities, prepare annual plans, budgets, coordinate activities and evaluate programs. Responsible for direct supervision of State, Federal and private contracts by reviewing and monitoring bureau and support staff, including coordinating staff schedules. Develop and implement Continuous Quality Improvement orientation and act as a Department group facilitator. Has knowledge of Federal, State and local laws and regulations related to medical, health care and public health; effective public relations principles, methods and techniques; grant and contract application methods; medical terminology and language.

Coordinator, Tobacco Prevention and Control, Salt Lake Valley Health Department, Bureau of Health Promotion. Aug 1991-June 1993. Plan, implement, direct and delegate the activities and responsibilities of county-wide tobacco risk reduction programs. Prepare program budgets, contracts, grant applications, reports and research studies related to these programs. Interface and coordinate with School District administrators, principals, nurses and staff, University faculty and students. Supervises program staff and activities.

Adjunct Faculty, Weber State College, College of Health, Ogden, Utah, Jan 1991-Mar 1991 & June 1991-Aug 1991. Responsible for the planning and instruction of a Personal Health course and a Human Sexuality course for undergraduate students.

Workforce/Marketing Specialist, Utah Department of Health, Office of Local and Rural Health, June 1990-Aug 1991. Coordinate the state health provider workforce clearing house on behalf of Utah's Migrant and Community Health Centers, Health Personnel Shortage Areas and other rural areas. Work with physicians, mid-level providers, hospital, medical centers and clinic administrators throughout Utah. Working knowledge of grant writing and sources of various funding.

Health Educator Weber Community Health Center, Ogden, UT Jan 1989-June 1990. Serve as a resource agent with broad in-depth knowledge of materials, aids literature and services available in the health field. Individual, private nutritional and lifestyle changes counseling for patients with diabetes, hypertension, hyperlipidemia, and obesity. Prenatal care coordinator for the Baby Your Baby program. Understand statistical procedures used to accurately interpret data.



RECEIVED

DEC 9 - 2020

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

WHATCOM COUNTY
EXECUTIVE'S OFFICE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

yes

Name: GARY S. JENSEN Date: DEC. 5TH, 2020
Street Address: 2482 HILLTOP ROAD
City: FERNDAL Zip Code: 98248
Mailing Address (if different from street address): _____
Day Telephone: 360-815-6135 Evening Telephone: SAME Cell Phone: SAME
E-mail address: GaryStevenJensen@gmail.com

- Name of board or committee—please see reverse: ETHICS COMMISSION
- You must specify which position you are applying for.
Please refer to vacancy list. COMMISSION MEMBER
- 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
- Which Council district do you live in? () One () Two () Three () Four () Five
- Are you a US citizen? yes () no
- Are you registered to vote in Whatcom County? yes () no
- Have you ever been a member of this Board/Commission? yes () no
If yes, dates: MEMBER SINCE 2017
- 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: _____
- 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.

- Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
activities, and education.

RETIRED

FORMER OWNER, SULLIVAN PLUMBING INC.

FORMER MAYOR, CITY OF FERNDAL

- Please describe why you're interested in serving on this board or commission:

I have served this commission in the past and would
be honored to serve again.

References (please include daytime telephone number): _____

Signature of applicant: Gary S. Jensen

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respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of
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yes



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Title	Mr.
First Name	ELI
Last Name	WAINMAN
Today's Date	1/6/2021
Street Address	114 W MAGNOLIA ST, SUITE 400
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	3102103729
Secondary Telephone	Field not completed.
Email Address	eli.wainman@gmail.com
1. Name of Board or Committee	Ethics Commission
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:	Currently a member
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	Currently I am an employee of Whatcom County in a temporary position with the Public Defender
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	Attorney, public defender, civil litigator, public interest lawyer
10. Please describe why you're interested in serving on this board or commission	I would like to continue my service to the people of the County in keeping with my interest in public Ethics generally.
References (please include daytime telephone number):	Dan McGreevy (360) 676-7661
Signature of applicant:	Eli Wainman
Place Signed / Submitted	Bellingham, WA

yes



Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	J. Riley
Last Name	Sweeney
Today's Date	12/4/2020
Street Address	200 E. Pole 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	3604414191
Secondary Telephone	Field not completed.
Email Address	riley.sweeney@gmail.com
1. Name of Board or Committee	Ethics Commission
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am employed by the City of Ferndale
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 the Communication Officer for the City of Ferndale, where I have served the last three mayors and the people of Ferndale working for transparency, accessible government and protecting our most vulnerable residents. I currently serve as the Chair of the Food System Committee for Whatcom County, volunteer for the Ferndale Food Bank and produce a historical radio drama set in 1935 Bellingham (www.bellinghamterror.com).
10. Please describe why you're interested in serving on this board or commission	For the last decade, I have been involved in local government, advocating for ethical and good governance. The Ethics Commission is an essential piece of maintaining the public trust and I will bring an impartial and careful eye to any issues brought before this body.
References (please include daytime telephone number):	Greg Hansen - 360-685-2350
Signature of applicant:	J. Riley Sweeney
Place Signed / Submitted	Lynden, WA



A handwritten signature in black ink, appearing to read "Riley Sweeney".

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Riley
Last Name	Sweeney
Today's Date	12/11/2020
Street Address	200 E. Pole 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	3604414191
Secondary Telephone	Field not completed.
Email Address	riley.sweeney@gmail.com
1. Name of Board or Committee	Food System Committee
Food System Committee position:	Food access
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	Since it's creation in 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?	Yes
If yes, please explain	I am employed by the City of Ferndale
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 the communications officer for the City of Ferndale where I work closely with the Ferndale Food Bank and the Community Resource Center to help our most vulnerable residents get the support they need.
10. Please describe why you're interested in serving on this board or commission	For the last two years, I have served as the chair of this body, our work is just getting started. I'm looking forward to carrying this process through and drafting a Food System Plan for Whatcom County that we can all be proud of.
References (please include daytime telephone number):	Greg Hansen 360-685-2350
Signature of applicant:	Riley Sweeney
Place Signed / Submitted	Lynden, WA



yes

Application for Appointment to Whatcom County Boards and Commissions

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Title	Ms.
First Name	Teri
Last Name	Bryant
Today's Date	12/14/2020
Street Address	2504 King Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	1111 Cornwall Avenue, Bellingham, WA 98225
Primary Telephone	360-255-2091 x132
Secondary Telephone	3602243768
Email Address	teri_bryant@whatcomhsc.org
1. Name of Board or Committee	Housing 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?	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 for Opportunity Council and I manage two contracts with the Whatcom County Health Department.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<u>Bryant Teri Resume WHSC.pdf</u> -attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am the Director of the Whatcom Homeless Service Center at Opportunity Council and the chair of the Whatcom County Coalition to End Homelessness and oversee the Coordinated Entry System in Whatcom County. I have a BA in Human Services, and a minor in Spanish. I served on the City of Bellingham Community Development Advisory Board for three years.
10. Please describe why you're interested in serving on this board or commission	Mike Parker is vacating his seat, held formerly as Whatcom Homeless Service Center Director and representing Coordinated Entry. I am requesting to take his place.
References (please include daytime telephone number):	Greg Winter, 360-734-5121 x346 Mike Parker, 360-603-6181
Signature of applicant:	Teri Bryant
Place Signed / Submitted	Bellingham, WA

OBJECTIVE

To invest in my community by combining my experience in business, real estate, and banking with my passion for affordable housing.

SKILLS

- Communicates vision for system improvement and obtains buy-in from team
- Prioritizes and systematically deals with multiple urgent matters.
- Approaches problems by analyzing and repairing the flaw in the system rather than quick-fixing.
- Works as a team and does any required task in order to achieve an objective.
- Communicates well and enjoys building relationships with colleagues and agencies.

TRAINING

- American Institute of Banking, 1991-1993
- Limited Practice Officer Training, 2002
- Fair Housing Training 2012, 2016
- Washington State Housing Finance Commission Tax Credit Certification, 2012
- Assessing and Managing Suicide Risk, 2017
- Beginning and Advanced Motivational Interviewing, 2017
- Trauma Informed Care, 2018, 2019
- Conference on Ending Homelessness, 2016, 2017, 2019

WORK EXPERIENCE

- Whatcom Homeless Service Center Director, Feb. 2020 – present
Collaborates with local government and stakeholders to fulfill the Whatcom County Plan to End Homelessness. Directs program activities based on this plan and on recommendations and in collaboration with local government and advisory boards. Provides WHSC partner agencies support to achieve WHSC program outcomes. Chairs the Whatcom County Coalition to End Homelessness and represents WHSC and the Coalition among local government, HUD, WA Department of Commerce, WA Low Income Housing Alliance, and WA Balance of State Continuum of Care. Pursues cross-sector partnerships to enhance the effectiveness of the Whatcom County Plan to End Homelessness. Oversees recruitment, training, evaluation, and management of department personnel. Develops and monitors the WHSC program budget. Facilitates cross-departmental collaboration to improve integration of services.
- Whatcom Homeless Service Center Manager, 2018-2020
Conducted internal performance audits to measure program outcomes, preparing performance reports. Ensured compliance with all federal, state, local and funder regulations and guidelines. Responsible for staff supervision including hiring, training, evaluation and professional development. Developed and improved new policies and procedures in compliance with Department of Commerce guidelines. Oversaw Whatcom County Coordinated Entry System. Tracked program budgets, served as director in daily operations in director's absence.

Administered SSVF program including sub-grantee management. Represented OC/WHSC in community stakeholder groups and funders.

- Housing Referral Specialist, Whatcom Homeless Service Center, 2015-2018
Referred homeless clients to appropriate internal and external housing programs. Communicated with clients about housing and other resources. Represented agency at community events and trainings. Trained community partners on coordinated entry system and programs. Built and maintained relationships with colleagues and community partners. Supervised interns and temporary workers. Expert on documenting chronic homelessness.
- Owner, Maniac Roasting, Bellingham, WA, 2006 – Present
Commercial lease negotiation, records management, accounts payable/receivable, hiring, supervision, payroll, ensuring compliance with Washington Department of Agriculture and Food and Drug Administration licensure and regulations, overseeing equipment and facility maintenance, budgeting business planning and analyzing financial performance. Develops and implements fundraising programs for the Homeless Service Center and for the Whatcom Humane Society Wildlife Rehabilitation Center.
- SEAS Navigator, Opportunity Council, Bellingham WA 2014- 2015
Navigated families of children with special healthcare needs through system of services in Whatcom County. Designed and implementing a marketing plan, improving data collection methods, doubling referral volume, participating in coalition meetings, fulfilling funder performance requirements, managing proprietary SEAS Microsoft Access database.
- Affordable Housing Database Design, City of Bellingham, 2013
Temporary assignment to assist Block Grant Manager in cataloguing and organizing affordable housing of all types located in the City of Bellingham with Microsoft Access.
- Business Manager/Residential Services Coordinator/Property Assistant/Volunteer, Catholic Housing Services, Bellingham, WA 2010-2013
Business Manager - Tax credit documentation and compliance, new applicants and move-outs, tenant services and support, rent processing, accounts payable using Boston Post property management software, and coordinated with partner agencies.
Residential Services Coordinator - outreach and engagement services, case management, program budgeting, community liaison, fundraising and program development.
Property Assistant – File maintenance, deposit processing.
- Owner, The Black Drop Coffeehouse, Bellingham, WA, 2002 – 2009
Administered operation systems, hiring and training, supervision, performance evaluations and disciplinary action, team building, quality control, records management, budgeting and business planning, as well as payroll, ensured compliance with Health Department licensure and

regulations, oversaw equipment and facility maintenance, accounts payable/receivable, marketing, technical writing and analyzed financial performance.

- Real Estate Loan Clerk, Bank of the Pacific, Bellingham, WA, 2005
File management, auditing, and records archival. Packaged mortgages to request funding from secondary funders, ensured compliance with Equal Credit Opportunity Act.
- Escrow Closer, First American Title Company, Bellingham, WA, 2002
Real estate purchase, sale and refinance processing, managing relationships with agents and mortgage brokers, and functioning as intermediary between parties with competing interests.
- Escrow Manager, U.S. Bank (Formerly Peninsula Bank of San Diego), San Marcos, CA, 1999
Processed real estate purchase, sale and refinance transactions, Supervised staff, administered performance evaluations and discipline, acted as Trustee and reconveyed trust deeds.
- Escrow Officer, Fidelity National Title Company (Formerly North County Escrow), Encinitas, CA 1996-1999
Real estate purchase, sale, and refinance processing, including preparing necessary documents, analyzed title reports, reconciled accounts, pro-rated axes and interest, and functioned as intermediary between parties with competing interests.
- Senior Loan Processor/Escrow Assistant/Utility Clerk, Peninsula Bank of San Diego, CA, 1990-1996
Managed cash, wire transactions, overdraft reconciliation. Processed loan applications for personal, corporate, and construction loans for a mixture of portfolio, secondary market, commercial and SBA loans. Ensured compliance with regulations. Processed transactions for real estate sale and refinance transactions.

SOFTWARE PROFICIENCY

- Microsoft Access - proficient at the user level and can do basic database design
- Microsoft Excel - can design spreadsheets that use formulas and pivot tables
- Quickbooks - can post payments, checks, process payroll, create invoices, prepare financial statements (and analyze them)
- Microsoft Word - can prepare correspondence and merge with data
- Filemaker - can navigate databases and perform dynamic queries for reporting
- Various data management systems used in banking, loan processing, escrow processing, and property management (Boston Post).

TERI L. BRYANT
2504 King St, Bellingham, WA

(360)224-3768
terileebryant@gmail.com

EDUCATION

- B.A, Western Washington University, Bellingham, WA, June 2013
(Major in Human Services/Minor in Spanish)
- A.A.S. with Honors, Whatcom Community College, Bellingham, WA, 2009

VOLUNTEERING

- Board member, City of Bellingham Community Development Advisory Board, 2016 to 2020
- Quickbooks Trainer, Village Vida Center, 2011
- Project Homeless Connect, 2011, 2016, 2017, 2018
- Family Literacy Night, Lynden Public Library, 2010
- Internship, Catholic Housing Services, 2010

**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

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Director

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

RE: Marine Resources Committee appointment recommendations

DATE: January 7, 2021

There are currently four vacancies on the Marine Resources Committee (MRC). Vacant positions include: a Scientific interest, an Economic interest, and two Conservation/Environmental interest positions. The Executive's Office forwarded four applications for the MRC to review which included applications from: Dr. Rachel Arnold to continue her current position on the MRC in a Conservation/Environmental position, Ms. Elma Burnham to fulfill an Economic interest position, Ms. Annika Fain to fulfill a Scientific interest position, and Mr. Alan Chapman to fulfill a Conservation/Environmental interest position.

A recommendation was requested from the Executive's Office for the most appropriate applicants for the open positions. 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. MRC applications on file were also reviewed. The Executive Subcommittee met on January 7 to finalize their recommendations and inform MRC staff.

The MRC recommends the appointment of Dr. Rachel Arnold to represent a Conservation/Environmental interest to the MRC. Dr. Arnold completed a partial term on the MRC as of January 31, and is the current champion for the MRC forage fish spawning survey project. Dr. Arnold has been volunteering with several MRC related activities and her commitment to conservation of the marine environment, education and outreach, and monitoring projects are important assets to the committee.

The MRC recommends the appointment of Ms. Elma Burnham to represent an Economic interest to the MRC. Ms. Burnham was recommended by former MRC member Mr. Pete Granger. Ms. Burnham has extensive experience with the Bellingham Working Waterfront and knowledge of commercial fisheries and the economic environment which supports that industry specific to Whatcom County. This knowledge is invaluable to the MRC as they continue to connect with local maritime businesses on the future protection of the Bellingham waterfront.

After a review of MRC applications on file, the MRC recommends the appointment of Mr. Colin Wahl to represent a Conservation/Environmental interest to the MRC. Mr. Wahl applied to the MRC in 2019 and has since continued to express interest in MRC work. Mr. Wahl has experience with marine resource management, particularly with salmon recovery and is committed to sharing his expertise in service to the Whatcom community. In addition, the MRC recommends the appointment of Ms. Heather Spore to

represent a Scientific interest to the MRC. Ms. Spore applied to the MRC in 2019 and has since been actively volunteering in MRC activities, particularly the Olympia oyster restoration project. Ms. Spore brings a passion for preserving coastal resources, education and outreach, and an expertise in fisheries biology to the MRC.

All other applicants will be contacted to discuss their interest in the MRC, and it is hoped they will consider serving on a subcommittee to gain experience with projects the MRC pursues.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286



yes

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Title	Dr.
First Name	Rachel
Last Name	Arnold
Today's Date	12/4/2020
Street Address	2488 Yew Street Rd
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	2068519377
Secondary Telephone	Field not completed.
Email Address	frogfishes@gmail.com
1. Name of Board or Committee	Marine Resource Committee
Marine Resource Committee Position:	Conservation/Environmental Interest
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1

4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	<i>Field not completed.(Feb2019-Jan-2021)</i>

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
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You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	CV RA.pdf -attached
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9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<i>Field not completed.</i>
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10. Please describe why you're interested in serving on this board or commission	<i>Field not completed.</i>
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References (please include daytime telephone number):	<i>Field not completed.</i>
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Signature of applicant:	Rachel Arnold
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Place Signed / Submitted	Bellingham, WA
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Dr. Rachel J. Arnold
Associate Director, Salish Sea Research Center
Northwest Indian College
Bellingham, Washington 98226
(206) 851-9377 • frogfishes@gmail.com



EDUCATION

Ph.D., School of Aquatic and Fishery Sciences, University of Washington—Seattle, Washington, 2014

M.S., School of Aquatic and Fishery Sciences, University of Washington—Seattle, Washington, 2010

B.Sc., Biology and Philosophy, University of Wisconsin Eau Claire—Eau Claire, Wisconsin, 2002–2004

University of Southern Mississippi, Gulf Coast Research Laboratory Summer Program—Ocean Springs, Mississippi. June–August, 2002–2004

University of Wisconsin Madison—Madison, Wisconsin, 2000–2001

University of Wood County—Marshfield, Wisconsin (High School Running Start Program), 1999–2000

POSITIONS

Associate Director, Salish Sea Research Center, Northwest Indian College, Bellingham, WA, August 2018—present.

Faculty, Native Environmental Science Program, Northwest Indian College, Bellingham, WA, September 2015–August 2018.

Research Assistant, Groundfish Observer Program, National Marine Fisheries Service, through the School of Aquatic and Fishery Sciences, University of Washington. Seattle, WA, October 2011–August 2014.

Research Assistant, Ichthyology Collection at the Burke Museum of Natural History and Culture, University of Washington. Seattle, WA, June 2005–September 2011.

Vice-President, Gilbert Ichthyological Society, 2010.

Secretary, Gilbert Ichthyological Society, 2010–2013.

GRANTS AND CONTRACTS

National Science Foundation, Tribal Colleges and Universities Program. Advancing SEA-PHAGES at Northwest Indian College to Promote Indigenous Voices (PI), NSF-2050699, Pending, \$299,958.

New Discovery Research: Finding Tiokowe: Using eDNA to Discover and Characterize Spawning Sites of the Nooksack River Longfin Smelt (*Spirinchus thaleichthys*) (PI). USDA-NIFA-TCRGP-006773. Awarded, \$220,000.

Creating a Culturally Relevant Introductory Genomics Course at Tribal Colleges. NIH/NHGRI 75N92020Q0141. Awarded, \$42,133.

Restoring the Salish Sea: Food Sovereignty and Clean Water in the Pacific Northwest (Co-PI). NSF-1840199. Awarded, \$2,998,523.

Tribal Colleges Consortium on Genomics Training Workshop. NIH/NHGRI 75N92E19P00123. Awarded, \$6,950.

From Mountain to Sea: Creating a Culturally Relevant, Multi-Faceted Summer Science Program to Facilitate a Community of Learners at the Salish Sea Research Center (grant writer). NSF-1812474. Awarded, \$499,998.

Scholarships in Science, Technology, Engineering, and Mathematics Program (S-STEM), Building our net: fostering resilient Indigenous scientists and increasing undergraduate retention in the STEM field through scholarships and mentoring (Co-PI). NSF-1644271, Awarded \$998,771.

NASA MUREP for American Indian and Alaskan Native STEM Engagement (MAIANSE), Northwest Future Indigenous Scientists and Engineers (NW-FISE) (Co-PI), NNH16ZHA0099N-MAIANSE, Awarded, \$272,000.

Science Education Alliance-Phage Hunters Advancing Genomics and Evolutionary Science (SEA-PHAGES) at Northwest Indian College (NWIC) (Co-PI), NSF-1723774, Awarded \$299,996.

Assessing population size and structure of the Longfin Smelt (*Spirinchus thaleichthys*) in the Nooksack River (PI). NSF-1622492, Awarded \$199,936.

TEACHING EXPERIENCE

Instructor

Northwest Indian College, Bellingham, WA
Introduction to Biology, BIOL 101

2015–2018

2

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Full copy of CV is available upon request.



Application for Appointment to Whatcom County Boards and Commissions

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Title	Miss
First Name	Elma
Last Name	Burnham
Today's Date	1/3/2021
Street Address	2414 Ellis St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	8609492144
Secondary Telephone	Field not completed.
Email Address	eccburnham@gmail.com
1. Name of Board or Committee	Marine Resource Committee
Marine Resource Committee Position:	Economic Interest
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?	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	<u>Elma Burnham Resume County.pdf</u> -attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>First and foremost, I am a commercial fisherman but within this seasonal lifestyle, I have worked many various jobs and volunteered my time when not on the water - primarily with my focus remaining on the local food system and waterfront economy. I was Program Manager at Bellingham SeaFeast, before the cancelation of the 2020 event, where I built professional relationships with many stakeholders in the marine trades and Squalicum Harbor in general. Although most of my fishing experience has been in Alaska, this fall I fished with a Bellingham boat for the short, fall chum salmon season in Puget Sound. As a steering committee member of the Whatcom Food Network for the past year, I have voiced economic concerns regarding our local seafood harvesters, processors and others along the supply chain. Much of my free time is spent supporting our local fishermen and the other marine trade participants who make up 7% of our local economy - whether that be through supporting the development of Bellingham Dockside seafood sales, working with consumer education of the waterfront, and focusing on inclusion of women, trans and nonbinary people in representation in the marine trades.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I would be honored to work with the Marine Resources Committee to protect, revitalize and preserve our marine resources here in Whatcom County. I'm passionate about our waterfront and all it entails - local recreation, environmental protection, and a maritime-focused economy. I want to see all of these aspects thrive in the years to come, especially with the pressing urgency of climate change and the need to practice a Just Transition framework in our community development. I understand that what happens at Baker Lake can affect what happens in Bellingham Bay, and vice-versa. I believe that my experience among the local fishing fleet and other maritime businesses has put me in a position to represent the part of the economic sector that's most connected to the future of our waterfront, which must play an integral role in the future protection of this resource.</p>
References (please include daytime telephone number):	<p>Pete Granger (360) 223-3995 Liz Purdy (206) 235-8042 Ginny Broadhurst (360) 325-3560</p>
Signature of applicant:	Elma C Burnham
Place Signed / Submitted	Bellingham WA

Elma Burnham

www.elmaburnham.com // (860) 949 2144 // eccburnham@gmail.com

RELEVANT SKILLS

- Highly proficient in email & phone communication as well as Slack, Trello, Asana, Monday.com
- Microsoft Office Suite, Google Drive, Dropbox, email & social media marketing (Mailchimp, Facebook, Instagram, Twitter), website creation and upkeep (esp. Squarespace, Shopify)
- Decade of experience in commercial fisheries and advocacy of protecting these wild places
- Proficient in basics of the Adobe Suite, Photography, Vimeo, YouTube
- Learning Salesforce, Google Analytics
- Fluent in English, French, basic Spanish

RELEVANT EXPERIENCE

FISHERS ISLAND OYSTER FARM, Deckhand, Summer 2020

- Tied, loaded and dropped pearl nets of seed
- Cleaned and loaded silos of oyster seed in FLUPSY system
- Skiff experience in harbor at suspension lines

BELLINGHAM SEAFEAST, Program Manager, Winter 2017– June 2020

- Created festival programming; developed, managed and implemented a marketing plan
- Solicited & secured sponsorship and grant funding; oversaw interns alongside the director
- Organized the Fisherpoets portion of the event, incorporating local businesses & organizations into the festival

WILD FOR SALMON, Marketing Consultant, Spring 2017 – present

- Connects customers to life on the fishing grounds through blogging (Bristol Bay Bulletin & Health Benefits) while promoting SEO, implementing keywords and google analytics

STRENGTH OF THE TIDES, Founder, Spring 2017–present

- Founder and operator of a community organization aiming to support, celebrate and empower all womxn, trans, and gender queer people on the water, complete with an anti-harassment pledge of solidarity

RED DOG FISH CAMP, Setnet Skiff Skipper, Seasonal, Summer 2018–present

- Leads a crew through high-volume seasons, solves problems on and off the water with limited resources, developing tolerance for adversity and uncertainty
- Teaches commercial fishing skills at the first ever Commercial Fishing Skills Camp (June 2019)

WHATCOM FOOD NETWORK, Steering Committee Member, Winter 2020–present

- Food system ambassador in the fisheries seat in Whatcom County, WA

PREVIOUS WORK EXPERIENCE

NATIONAL FISHERMAN Freelance Contributor; THE WILD FILM, Social Media Manager; AVENUE BREAD, Baker & Marketing Coordinator; bFiSH (extension of Braund Family Fisheries), Skiff Captain & Sales; TAPIF English Teacher

EDUCATION

Middlebury College, Vermont, Bachelor of Arts, May 2013, Dean's List 3 semesters, College Scholar 3 semesters **Major:** French; **Minors:** Elementary Education and African American Studies **School for International Training**, Cameroon, Spring 2012

Please see www.elmaburnham.com for more details and background information! References available upon request.



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First Name	Colin
Last Name	Wahl
Date	1/14/2019
Street Address	1016 21st Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603919881
Secondary Telephone	<i>Field not completed.</i>
Email Address	biowahl@gmail.com
1. Name of Board or Committee	Marine Resource Committee
Marine Resource Committee Position:	Conservation/Environmental Interest
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions Wahl CM CV.pdf – attached.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education I am an environmental scientist at the Tulalip Tribes in Snohomish County. I work in the treaty rights office analyzing environmental and salmon recovery policy and guiding the scientific development of recovery strategies. I am committed to recovering salmon populations, and the myriad habitats and other species they depend on. Much of our focus at Tulalip is on the marine life stages of salmon: from estuaries to the nearshore, and greater marine food webs. Its clear that the general health of the Salish Sea ecosystem is vitally important to salmon and every other species that coexist in the Salish Sea food web, from oysters, to crab, and Orcas. I am intimately familiar with the scientific complexities of the marine ecosystem and the complexities of managing marine resources and implementing resource management plans.

10. Please describe why you're interested in serving on this board or commission We are at an exciting time for scientific development and understanding with the expansion of the Salish Sea Marine Survival project, and increased monitoring of marine conditions and food web dynamics. Marine conditions and the associated state of salmon have brought Orcas to the brink of extinction, and garnered the attention of the world, and the focused interest of the voting citizens of Washington. Whatcom County and its marine resources, located near the San Juan islands and at the confluence between the two major basins of the Salish Sea, is vitally important for the ecology of our region, and is poised to be an important leader in marine resource management in the region. My experience with environmental policy and expertise in applying science to resource protection strategies qualifies me well for a volunteer position on the Marine Resource Committee. My commitment to my community and personal interest in these issues are also important attributes. I have lived in Bellingham for 18 years and am interested in committing my interests and expertise in service to my community. This position would fit that interest perfectly. I would fit well into a position with relevant scientific experience or conservation/environmental experience.

References (please include daytime telephone number): David Hooper - (360) 650-3649 Ryan Miller - (360) 454-6319 Morgan Ruff - (206) 696-2309

Signature of applicant: Colin Wahl

Place Signed / Submitted Bellingham, Wa

COLIN M. WAHL

◆ 1016 21st Street Bellingham WA, 98225 ◆ 360.391.9881 ◆ biowahl@gmail.com

ENVIRONMENTAL SCIENTIST

Study development and implementation, design, analysis, treaty rights advocacy, staff management and program coordination

Versatile, articulate, and personable researcher with nearly 10 years of experience studying freshwater and marine ecosystems in the Pacific Northwest, 6 of which devoted to the protection of treaty resources. Motivating, professional, charismatic, sensitive, assertive, and solution-oriented leader, problem solver, and communicator.

EDUCATION

MASTER OF SCIENCE, BIOLOGY

Western Washington University, Bellingham, WA

"Patterns in Land Use, Riparian Forest, and Biological Stream Conditions in the Puget Lowlands of Western Washington"

BACHELOR OF SCIENCE, BIOLOGICAL ANTHROPOLOGY

Western Washington University, Bellingham, WA

"The Impacts of Paleolithic Peoples and Climate on the Pleistocene Extinction of North American Mega Fauna"

PUBLICATIONS

Wahl CM, Niels A, Hooper D. 2013. *Impacts of land use at the catchment scale constrain the habitat benefits of stream riparian buffers*. Journal of Freshwater Biology, **58**, 2310-2324.

LeDoux B, Engle J, Ruff M, Wahl C. 2017. *WRIA 7 Climate Change Impacts to Salmon Issue Paper*.

https://snohomishcountywa.gov/DocumentCenter/View/41032/2_2_2017_WRIA-7-Climate-Change-Impacts-on-Salmon_Final_Draft

CAREER SUMMARY

TULALIP TRIBES, Tulalip, WA

ENVIRONMENTAL SCIENTIST, TREATY RIGHTS OFFICE (April 2016 – Present)

Analyze, amend, develop, and implement the WRIA 7 salmon recovery plan. Track threats to treaty rights and resources, advocate for treaty rights, draft official government to government comments.

- Implement the Snohomish Basin Salmon Conservation Plan.
- Co-chair the Snohomish Basin Salmon Recovery Technical Committee, develop agendas, obtain consensus on issues to provide technical recommendations to the Salmon Recovery Forum.
- Update the Plan with new information on climate change, assist the team in tracking recovery progress over the first 10 years of the plan.
- Analyze remotely sensed land cover data to quantify land use changes in critical areas at the WRIA scale.
- Track and compile adult and juvenile species abundance statistics to provide reports on progress to basin partners.
- Advocate for treaty rights, track threats to treaty rights, and provide official comment when necessary.
- Teach partners, stakeholders, and the public about treaty rights and their relationship to salmon recovery.
- Review technical merits and treaty implications for various restoration and protection projects, provide recommendations to the lead entity.
- Interim lead coordinator for the Tulalip Tribes' Climate Change Adaptation Plan, April-August 2017.
- Manage EPA tribal capacity grants and subawards and conduct routine EPA grant reporting and policy compliance.

SAUK-SUIATTLE INDIAN TRIBE, Darrington, WA

FIELD COORDINATOR (November 2014 – April 2016)

Developed monthly schedules for environmental monitoring studies, supervised and coordinated a diverse group of tribal technicians, managed and analyzed our GIS database, assisted with grant reporting and program development.

- Supervised, trained, and managed natural resources department technical staff
- Coordinated with fish, wildlife, and water quality coordinators to develop and implement programs and schedule technicians to field duties.
- Aided writing grant proposals, and grant reports for agency compliance.
- Organized suspended sediment sampling teams during high water events in collaboration with USGS.
- Professionally and sensitively addressed significant personnel problems.
- Managed the Sauk River summer knotweed eradication program with the Skagit Fisheries Enhancement Group.

SKAGIT RIVER SYSTEM COOPERATIVE, LaConner, WA

SCIENTIFIC TECHNICIAN (May 2012 – November 2014)

Filled various roles participating in a variety of important research and monitoring studies addressing and analyzing management and conservation of salmon populations and habitat in the Skagit River and Whidbey Basins.

- Conducted weekly Skagit River test fishery and collected data for mid-season adjustments in harvest management.
- Handled, identified, sexed, and sampled thousands of fish.
- Conducted spawning ground surveys in main stem and tributary spawning grounds.
- Conducted hook and line DNA collection for sub populations of Skagit chum.
- Conducted field research on migration patterns of juvenile salmon through near-shore, pocket estuary, and river delta rearing habitats using a variety of beach seining and fyke trapping techniques.
- Participated in project effectiveness/utilization monitoring programs for estuary restoration projects.
- Implemented acoustic tagging study to determine 50% run timing estimates for Baker River sockeye salmon.
- Piloted fishing and research boats in Skagit bay, delta, and all sections of the river.

SKAGIT RIVER SYSTEM COOPERATIVE, LaConner, WA

ELK TRAPPING COORDINATOR (January 2014 – April 2014)

Coordinated the inter-agency 2014 elk trapping season. Established and monitored remote bait sites and trapping locations. Communicated and organized large diverse team of 20+ program directors, biologist, and technicians.

- Coordinated the trapping and radio-collaring effort for the co-managed Nooksack/North Cascade Elk herd.
- Organized and scheduled a team of biologists and technicians from five participating tribes, Washington Department of Fish and Wildlife, Washington State Department of Transportation, Washington State Department of Natural Resources, Seattle City Light, as well as numerous landowners and timber companies.
- Scoured remote forest service roads for sign of elk activity and suitable trapping sites.
- Assembled trap transport and installation teams, and scheduled twice-daily trap checks and daily response teams to quickly investigate captures and safely collar and/or release animals.

COLIN M. WAHL : SKILLS ADDENDUM

Managerial

- Directly supervised staff of 1 to 4.
- Organized, coordinated, and scheduled diverse teams of 4 to 20.
- Wrote grants, conducted reporting, and itemized budgets.
- Wrote and edited group technical reports and papers.
- Maintained orderly and clean office, shop, vehicles, and garage.

Field and Laboratory skillset

- Biotic sampling:
 - Benthic macroinvertebrates collection and identification.
 - Juvenile and adult salmon collection, handling, sampling, and identification.
 - Clam species identification and beach surveying methods.
- Abiotic stream sampling:
 - Water quality: temperature, dissolved oxygen, pH, conductivity, turbidity, fecal coliforms, and turbidity.
 - Organic and inorganic suspended and dissolved nutrients.

- Suspended sediment collection.
 - Stream substrate and sediment characterization
 - Sediment and water toxicity assays.
 - Stream geography, gradient, and discharge.
 - Riparian habitat assessment and characterization.
- Significant experience with ArcGIS and ArcMAP:
 - Organizing, processing, and analyzing land use, geographic, and hydrological data.
 - Creation of functional, descriptive, and visually informative and appealing maps.
 - Identifying and isolating suitable sampling sites and landowners.
- Laboratory analyses:
 - Water nutrient and chemical analyses.
 - Sediment particle size composition including laser refraction and graduated cylinder methods.
 - Sediment and water toxicity assays and analyses.
 - Creation of laboratory standard operating procedures.
 - Analytical chemical techniques, standard production, glassware maintenance and use.
 - Quality control and standardization modeling methods.
- Expertise with marine and river vessel safety, operation, maintenance, rigging, and knots.
- Extensive experience in forest, riverine and marine environments and knowledge of the mental, physical, and personal safety challenges inherent to each.
- Experienced fisherman, backpacker, and physically fit outdoorsman with a healthy and fulfilling lifestyle.

Data Analysis and Technical Skills

- Database creation and spreadsheet management in Microsoft Excel and Access.
- Experienced using the program R to conduct multivariate analyses, non-parametric statistics, linear models, and generalized modeling for mixed statistical designs common in hierarchical ecological studies.
- Expertise or advanced competence with:
 - Program R, Microsoft Excel, Word, PowerPoint, ArcGIS
- Competence with, or functional knowledge of:
 - Microsoft Access, SPSS, Systat.

Professional Societies

- Ecological Society of America.
- American Fisheries Society



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	Heather
Last Name	Spore
Today's Date	10/29/2019
Street Address	2628 Orleans Street
City	Bellingham
Zip	98226
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	907-720-1417
Secondary Telephone	Field not completed.
Email Address	leba.heather@gmail.com

1. Name of Board or Committee **Marine Resource Committee**

Marine Resource Committee Position: Relevant Scientific Experience

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?	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	<u>Spore CV 2019 v4.pdf</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a fish biologist with over 14 years of experience, four in Hawaii and ten in Alaska. I have a Masters of Science degree in Marine Biology./Ecology, Evolution and Conservation Biology. I am currently employed with a consulting firm, and my most recent duties include providing technical expertise and writing for NEPA documents related to underwater noise impacts to marine mammals from development. My previous work experience includes fish life history data collection and analysis, fisheries assessment and management, and freshwater and marine ecology. I have also been involved in numerous education and outreach efforts through non-technical public and technical scientific presentations. Over the years I have been involved in collaborative science and outreach with State, Federal, NGO, and international organizations. For the last two years I also served as an Adjunct Faculty at a community college in Palmer, Alaska. Since 2014, I served as a board member and secretary for a non-profit organization called the Susitna River Coalition.
10. Please describe why you're interested in serving on this board or commission	I recently moved to Bellingham and am very much interested in using my skill set to promote the conservation and restoration of, and education about, marine and freshwater resources of the area. I am passionate about preserving coastal resources for the benefit of our wildlife and fisheries resources, as well as fishery opportunities for local residents. I believe that outreach and education is a cornerstone of conservation efforts, whereby the public sees the intrinsic value of these resources and has the desire to act to protect them.
References (please include daytime telephone number):	Melissa Heuer, Director of the Susitna River Coalition, 907-242-4779 Jeff Davis, Principal Researcher for Aquatic Resources and Restoration Institute, 907-315-4631 Suzann Speckman, Marine Science Program Lead for HDR, 907-748-4200
Signature of applicant:	Heather A Spore
Place Signed / Submitted	Bellingham, WA

HEATHER (LEBA) SPORE

2628 Orleans St. Bellingham WA 98226

Cell: 907-720-1417

email: leba.heather@gmail.com

Professional Experience

Heather is a fish biologist with over 14 years of experience, four in Hawaii and ten in Alaska. She has experience in fish life history data collection and analysis, fisheries assessment and management, and freshwater and marine ecology. She has experience with a wide variety of fish sampling techniques and has processed otoliths and fish gonadal tissue using histological techniques and microscopy. Heather is experienced at proposal development, budget management, scientific writing, statistical analysis, and has driven small boats in marine and fresh waters. She has been involved in numerous education and outreach efforts through non-technical public and technical scientific presentations. Heather has been involved in collaborative science and outreach with State, Federal, NGO, and international organizations. She holds a NAUI SCUBA Master/Scientific Diver certification.

Education

M.S., Zoology/EECB

University of Hawai'i at Mānoa, Honolulu, HI 96822

Graduated May 2009

B.S., Marine Biology

University of Rhode Island, Kingston, RI 02881

Graduated May 2005

Employment History

Marine Biologist/Environmental Scientist, 11/7/2018 – present

Employer: HDR Alaska, Inc.

Hours per week: 40

Supervisor: Dr. Suzann Speckman, (907) 644-2151

Current work focuses on helping clients to navigate the MMPA and ESA permitting processes through the development of incidental harassment applications, biological assessments, and marine mammal monitoring and mitigation plans that evaluate impacts of anthropogenic underwater noise on marine mammals. Projects include coastal ferry terminal improvements, offshore wind energy, oil and gas development, and port rehabilitation. Heather is also involved with essential fish habitat assessments, field work, proposal writing, client outreach, and data analysis.

Adjunct Faculty, 1/15/2017- 5/1/2019

Employer: Mat-Su College, University of Alaska Anchorage

Hours per week: 10-20

Supervisor: Dr. Kathleen Nevis, (907) 745-9736

Teaching Environmental Science lecture (ENVI211); Environmental Science laboratory (ENVI211L); Introductory Biology lecture (BIOL102); Introductory Biology laboratory (BIOL103) during Fall and Spring semesters. Responsible for planning and executing lectures and laboratory exercises, developing and administering assessments such as quizzes and exams, grading assignments, and student mentoring.

Haines Assistant Area Management Biologist, 5/7/2018- 9/7/2018 (seasonal only)

Employer: Alaska Department of Fish and Game

Hours per week: 40

Supervisor: Wyatt Rhea-Fournier, (907) 766-2830; Dan Gray, (907) 854-5564

Assisted the Area Management Biologist in the management of the commercial, subsistence, and personal use fisheries in the Haines Management Area. Served as the project leader for two salmon stock

HEATHER (LEBA) SPORE

2628 Orleans St. Bellingham WA 98226

Cell: 907-720-1417

email: leba.heather@gmail.com

assessment projects: the Chilkat Lake weir and DIDSON sonar project and the Chilkat Lake fishwheels. Directly supervised five fish and wildlife technicians, including hiring, training, and delegation of duties. Conducted fieldwork throughout the season, including aerial surveys, operating fishwheels, collecting salmon age, sex, length data, evaluating sonar data, and boat driving in marine and freshwaters. Collected data from the marine drift gillnet sockeye salmon fishing grounds weekly to estimate fishing effort and harvest. Assisted in drafting weekly news releases and emergency orders, provided in-season summaries of Lynn Canal drift gillnet fisheries, and coordinated management actions with other area management and research staff. Conducted data entry, spreadsheet organization, data analysis and QA/QC, database queries, report writing and operational plan development.

Aquatic Ecologist, 7/10/17- 8/30/2017 (seasonal only)

Employer: Aquatic Restoration and Research Institute

Supervisor: Jeff Davis, (907) 315-4631

Hours per week: 20

Sampled juvenile coho and Chinook salmon in various small tributary streams in the Susitna River drainage to identify rearing habitat. Collected stream habitat parameters including river depth, flow, substrate, cover, and drainage.

Alaska Clean Boating Coordinator, 6/1/2014- 10/15/2016

Employer: Cook Inletkeeper

Hours per week: 40

Supervisor: Rachel Lord, (907) 235-4068 (now at Alaska Association of Harbormasters and Port Administrators)

Managed two education and outreach projects: Clean Boating in the Susitna Valley and Sewage Management in Alaskan Harbors. Both projects involved extensive outreach with stakeholders in order to promote clean water and healthy fisheries. Maintained relationships with community members, businesses, and boat launch facilities in order to increase awareness of hydrocarbon pollution in local waterbodies. Wrote print media articles, attended regional outreach events, developed outreach materials, and attended community council meetings. Worked with Alaskan harbors to increase knowledge and use of sewage pumpout facilities through education and outreach. Guided harbormasters through State funded grant applications for facility improvements. Attended conferences, developed education and outreach materials, and visited harbors to implement new facilities and outreach programs. Conducted hundreds of hours of interaction with the public, wrote two proposals each year, four quarterly reports and two final reports annually under tight deadlines. Managed a budget of more than \$40,000. Created two outreach videos and an educational brochure for the sewage management program. Served as a co-PI on a collaborative study with USFWS focused on juvenile coho salmon use of cold-water refuge habitats in the Big Lake watershed in the Upper Cook Inlet drainage. Performed field-work, field technician supervision, deployed temperature data loggers, and performed fish life history data collection and analyses.

Fisheries Biologist, 1/15/2013- 6/15/2014

Employer: HDR Alaska, Inc.

Hours per week: 40

Supervisor: David Ward, (503) 423-3824

Surveyed fish distribution, abundance, and biodiversity in Upper Susitna River tributaries as part of the AEA Susitna-Watana Hydroelectric Project Fish Distribution and Abundance Study. Served as the Task

HEATHER (LEBA) SPORE

2628 Orleans St. Bellingham WA 98226

Cell: 907-720-1417

email: leba.heather@gmail.com

Lead for the Eulachon Study, and directed activities to identify, map, and characterize eulachon spawning habitat in the Lower Susitna River. Implemented several fish collection techniques, including minnow traps, snorkeling, PIT tagging, electrofishing, dip netting, and sonar. Conducted habitat characterization, data analysis, QA/QC, and report writing. Performed data management, budgeting, gear purchasing, fish bio-sampling, remote field logistics, and supervised three field technicians. Aged eulachon otoliths, managed and analyzed acoustics data, and wrote technical reports for project completion. Wrote essential fish habitat assessments for Seward Highway improvement projects and environmental impact statements for Arctic oil and gas development projects. Reviewed Columbia River Basin Pacific lamprey restoration, conservation and research plan documents for federal and tribal organizations in Oregon and Washington. Assisted with review and editing of biological assessments and biological opinions for ESA Section 7 consultations for the Cook Inlet Beluga Whale Study and Washington Natural Gas Pipeline.

Fishery Biologist II, 8/3/2009– 12/15/2012

Employer: Alaska Department of Fish & Game

Hours per week: 40

Supervisor: Danielle Evenson, (907) 465-8294; Stephanie Quinn-Davidson, (now at Tanana Chiefs Conference) (907) 328-8088

Traveled extensively to remote parts of Alaska and Canada to facilitate community and fishermen engagement, and scientific data collection. Trained staff and technicians in the use of side scan sonar to assess Chinook salmon run timing and distribution. Participated in in-season run timing assessment to inform salmon management strategies for Chinook and chum salmon subsistence and commercial fisheries. Field duties included driving boats, sonar data analysis, collecting age, sex, length, and genetics data for Chinook and chum salmon, as well as whitefish. Engaged in technical meetings to address salmon escapement goals and research, reviewed technical documents, critiqued proposals, and provided scientific advice to the Yukon River Panel and Joint Technical Committee. Organized four meetings each year, including venue selection, stakeholder communication, international travel, budget management, and other administrative duties. Co-organized a multi-agency effort to monitor water temperature in tributaries of the Yukon River in the U.S. and Canada, with State, Federal, and NGOs. Developed a salmon science outreach program to advance information, increase awareness of salmon topics, and facilitate more community participation in the understanding and management of Alaskan Yukon River salmon stocks and habitats.

Other Teaching Experience

Teaching Assistant 2005–2008

Employer: University of Hawai'i at Mānoa, Zoology Department

Supervisor: Dr. Chris Womersley, (808) 956-8622

Taught Principles of Zoology laboratory (ZOOL101L); Marine Biology laboratory (ZOOL200L); and Animal Physiology laboratory (ZOOL430L). Duties included collecting specimens, preparing lectures, creating evaluation rubrics, creating homework and writing assignments, evaluating student's work, and leading field trips. Co-authored a laboratory manual for Principles of Zoology laboratory (ZOOL101L).

Academic Research

Masters of Science Thesis, University of Hawai'i at Mānoa, Honolulu, HI. 2005–2009. This thesis focused on the reproductive biology of three Hawaiian goatfishes and impacts of current fishing regimes on life history. Research was accomplished through histological study to determine the reproductive mode of each species and examine gonad anatomy. Fecundity, spawning seasonality, and age and size at

HEATHER (LEBA) SPORE

2628 Orleans St. Bellingham WA 98226

Cell: 907-720-1417

email: leba.heather@gmail.com

reproductive maturity were determined over two reproductive seasons. Fish were collected via speargun or Hawaiian sling, while snorkeling and using SCUBA over coral reefs along the northeast coast of Oahu. Heather supervised two field and two laboratory technicians during this project. Other skills performed during this work included data analysis, statistical analysis, proposal writing, oral presentations, and small boat navigation. Laboratory skills included fish dissection, microscopy, otolith processing and ageing, and tissue processing using histological techniques.

Certifications

NAUI Master/Scientific Diver (University of Hawai'i Scientific Diver Program), 2007

First Aid/CPR, Wilderness Medical Associates International, 2018

Professional Affiliations

American Fisheries Society, Alaska Chapter

Boards

Susitna River Coalition, Board Member and Secretary, 2014-2019

Select Publications

Spore, H.A. and Cole, K. S. *In progress*. Gonad morphology, oocyte development, and implications for reproductive biology for three Hawaiian goatfishes.

Alaska Energy Authority. 2014. Eulachon run timing, distribution, and spawning in the Susitna River. Initial Study Report: Part A. Susitna-Watana Hydro Electric Project (FERC No. 14241). Prepared by HDR, Inc. and LGL.

DuBois, L., and H. A. Leba. 2013. Origins of Chinook salmon in the Yukon River fisheries, 2009. Alaska Department of Fish and Game, Fishery Data Series No. 13-43, Anchorage.

JTC (Joint Technical Committee of the Yukon River US/Canada Panel). Editor. 2012. Yukon River salmon 2011 season summary and 2012 season outlook. Alaska Department of Fish and Game, Division of Commercial Fisheries, Regional Information Report No. 3A12-01, Anchorage. (Edited and Compiled).

Leba, H.A. 2011. Temperature monitoring on select Yukon River tributaries, final report to the Yukon River Panel. Alaska Department of Fish and Game, Regional Information Report No. 3A11-05, Anchorage.

Leba, H.A. and DuBois, L. 2011. Origins of Chinook Salmon in the Yukon River Fisheries, 2008. Alaska Department of Fish and Game, Fishery Data Series No. 11-59, Anchorage.

Womersley, C. Z. and Leba, H.A. 2008. Introductory Zoology Laboratory Manual. University of Hawaii, Manoa. Zoology Department

Moeser, G. M., Leba, H.A. and Carrington, E. 2006. Seasonal influence of wave action on thread production in *Mytilus edulis*. *Journal of Experimental Biology* 209: 881-890



MEMORANDUM



TO: Executive Satpal Sidhu
FROM: Michael McFarlane, Director 
DATE: January 8th, 2021
RE: Recommendations for Appointments to Parks & Recreation Commission.

Please know we had an excellent response of qualified applicants for the vacant positions on the Parks & Recreation Commission.

After reviewing applications and qualifications, I would like to recommend the following persons be appointed.

For reappointment; Sonja Max (at-large) and Pete Coy (District 2)

For the open at-large position; Joseph Hashmail

For the open District 1 position; Kristen Fagan

For the open District 4 position; Brian Estes

For the open District 5 position; Wanda (Terry) Terry

Please let me know if you have any questions or need additional information.

Thank you.

EXECUTIVE:
Satpal Sidhu



COUNCILMEMBERS:

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

yes

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Sonja Max Date: Dec 16, 2020
Street Address: 914 12th
City: Bellingham Zip Code: 98225
Mailing Address (if different from street address): _____
Day Telephone: _____ Evening Telephone: _____ Cell Phone: 206.331.0348
E-mail address: sonjamx@gmail.com

1. Name of board or committee-**please see reverse:** Parks & Recreation Commission
2. You must specify which position you are applying for.
Please refer to vacancy list. District 1 or At-Large

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.) _____ (x) yes () no

4. Which Council district do you live in? _____ (x) One () Two () Three () Four () Five

5. Are you a US citizen? _____ (x) yes () no

6. Are you registered to vote in Whatcom County? _____ (x) yes () no

7. Have you ever been a member of this Board/Commission? _____ (x) yes () no
If yes, dates: 2017-current

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 (x) 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 (x) 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.

Previously a nutritionist/dietitian; currently a commercial landlord in Bellingham. I have served for the past few years on the
Parks & Recreation Commission, so I am familiar with the issues at hand. I volunteer with Recreation Northwest and am cur-
rently doing volunteer trail work in Fairhaven Park. I also serve on the County's Bicycle Pedestrian Advisory Committee and
volunteer for Walk Bike Bus Bellingham.

11. Please describe why you're interested in serving on this board or commission: _____
I spend a lot of time recreating in and around county parks, and enjoy being a part of their existence in the bigger picture,
not just on the ground.

References (please include daytime telephone number): Todd Elsworth, Recreation Northwest 360.739.8458
April Claxton, Chuckanut Community Foundation, 360.223.5262

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the
County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and
respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of
appointment and removal from the appointive position.



yes

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Peter
Last Name	Coy
Today's Date	10/13/2020
Street Address	138 Northshore
City	Bellingham
Zip	98226
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	3607394100
Secondary Telephone	Field not completed.
Email Address	Petecoy@gmail.com
1. Name of Board or Committee	Parks and Recreation Commission
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:	Current member of Parks & Recreation Board but position expires 1/31/21 so I want to reapply and continue my role
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	Retired. Formerly chair of Chamber of Commerce, President of Whatcom Events, Race Director of Ski to Sea
10. Please describe why you're interested in serving on this board or commission	I love the County parks and use them frequently. I try to get around to each County park as least once per year.
References (please include daytime telephone number):	Peter Cutbill (360) 306-1360 Mel Monkelis (360) 392-1016
Signature of applicant:	Peter C Coy
Place Signed / Submitted	Bellingham, WA



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Joseph
Last Name	Hashmall
Today's Date	11/4/2020
Street Address	3121 PEABODY ST
City	BELLINGHAM
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3013565456
Secondary Telephone	3609331499
Email Address	gb.heron2@verizon.net
1. Name of Board or Committee	Parks and Recreation Commission
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?	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	Presently retired. Worked as an Asst. Professor of Chemistry at Georgetown U. (Wash. DC) followed by 35 years as a contractor (3 different employers) for NASA's Goddard Space Flight Center with a specialty of spacecraft attitude determination and control.
10. Please describe why you're interested in serving on this board or commission	Since moving to Bellingham and retiring (six years ago)I have become active in local hiking groups and in the Bellingham Senior Activities Center. I feel that I understand and can represent the interests of a large segment of the population with respect to senior activities and the use of the county parks and trails.
References (please include daytime telephone number):	Chris Orr, Executive Director, Whatcom Council on Aging. 360.733.4030 x 1026
Signature of applicant:	Joseph A Hashmall
Place Signed / Submitted	Bellingham, WA



yes

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Field not completed.
First Name	Kristen
Last Name	Fagan
Today's Date	10/20/2020
Street Address	513 Cypress Rd
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	3603186649
Secondary Telephone	Field not completed.
Email Address	kristenfagan@hotmail.com
1. Name of Board or Committee	Parks and Recreation Commission
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>Occupation: ICU nurse at Skagit Valley Hospital.</p> <p>Education: Associate's RN degree at Whatcom Community College Bachelor's in Nursing at Washington State University</p> <p>Qualifications/Professional and Community Activities: Current staffing committee member for Washington State Nurse Association. Over the past 10 years I've volunteered in several different roles for the Mountaineers, most recently participating in a conflict resolution committee. I held the Bellingham Branch Chair position from 2017 until August, 2020. As the branch chair I collaborated with other branch chairs to ensure continuity of courses and standards across all branches. I worked with leaders of our local courses for scheduling of events, updating education to current best practice, and updating our system for preparing new leaders/leadership members. Other roles have included general committee member, Communication Chair, Alpine Ambassadors committee member, and instructor/leader.</p>
10. Please describe why you're interested in serving on this board or commission	Since moving to the area in 2007 I've utilized trails, parks, and public land for a number of my favorite activities. I'm an avid trail runner, mountain biker, climber/mountaineer, hiker, snowmobiler, dirt biker and forest forager (I love mushroom hunting). As a person with a wide array of interests, I feel called to advocate for my fellow outdoor users and hope to be able to represent the voice of the people in my district when it comes to decisions on land use, plans, programs and funding.
References (please include daytime telephone number):	Jack Duffy - Bellingham Mountaineers Branch Chair - (325) 283-6893 Peter Hendrickson - VP of Branches, Mountaineers - (206) 658-5930
Signature of applicant:	Kristen Fagan
Place Signed / Submitted	Bellingham, WA



Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	Brian
Last Name	Estes
Today's Date	1/5/2021
Street Address	4720 SPRING VISTA WAY
City	BELLINGHAM
Zip	98226
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	4255032915
Secondary Telephone	Field not completed.
Email Address	bestes@gmail.com
1. Name of Board or Committee	Parks and Recreation Commission
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?	Yes
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	<u>Brian Estes-resume-1-2021.pdf</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Long time program evaluator for federal, state, and local government, working for 30 years with federal Government Accountability Office. See resume.
10. Please describe why you're interested in serving on this board or commission	I am interested in advocating for a robust parks and recreation program in Whatcom County with particular interest in expanding the existing trail network county wide. I have experience with natural resource programs and parks at federal and local levels and would like to bring those skills to the commission.
References (please include daytime telephone number):	Andrew Reding 805-710-5500
Signature of applicant:	Brian Estes
Place Signed / Submitted	Bellingham, WA

Brian A. Estes

425-503-2915 – bestes@gmail.com

Experience

- 2007 -present Real Estate Broker, RSVP Real Estate
- 2008 – 2014 Senior Principal Management Auditor
Supervises audit teams on complex and multidisciplinary performance audits, special studies and related evaluations of the operations, policies, and impacts of county programs and services.
- Performs and provides technical assistance and consultation to audit/study teams on rigorous and often innovative study methodologies and complex analyses on issues of significant magnitude. Develops findings, conclusions and recommendations to significantly improve the performance, accountability and efficiency of county government.
- 2007 – present Real Estate Broker, RSVP Real Estate
- 2003 - 2008 Executive Director, WIAF and PNIAF, Office of Strategic Planning and External Liaison, U.S. GAO, Seattle, Washington
- Responsible for managing all West Coast External Liaison for GAO with the intergovernmental accountability community including producing 5 auditor conferences annually with the Western and Pacific Northwest Intergovernmental Audit Forums.
- Project Manager for multiple assignments related to the National Intergovernmental Audit Forum and its' 4 Strategic Plan Standing committees.
- 1978 - 2002 Senior Analyst, Natural Resources Audit Team
U.S. General Accounting Office, Seattle, WA
Analyst-in-Charge on 15 large scale nationwide engagements
Experienced in policy analysis, program evaluation, public speaking, and teaching various audit related courses
- Other Activities Co-Chair 2020 Neighbors for Bellingham Transportation Campaign
Candidate, Whatcom County Council, District 3, November 2019
2020-2021, Vice-President, NAMI Whatcom Board of Directors
2019-2020, 2nd Vice-Chair Whatcom Democrats
2021-2022, Board of Directors, Spring Vista Homeowners Association
Past- President, Evergreen Chapter, American Society for Public Administration
2010-2014, Education Chair, National Association of Local Government Auditors

Education

- 1975–
B.A Political Science
University of California Los Angeles, CA
- 1978
MPA, Evans School of Public Policy and Governance
University of Washington, Seattle, WA



Application for Appointment to Whatcom County Boards and Commissions

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Title	Mrs.
First Name	Wanda (Terry)
Last Name	Terry
Today's Date	1/4/2021
Street Address	2882 N. Nugent Rd.
City	Lummi Island
Zip	98262
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	360-510-9880
Secondary Telephone	360-758-7432
Email Address	tterry1835@aol.com
1. Name of Board or Committee	Parks and Recreation Commission
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	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	<p>My former career was in Public Relations and Marketing through film and commercial production. My first office was based in Seattle. The second branch was in Amsterdam, Netherlands. I also taught in China.</p> <p>I am currently the Chair of the Citizens Transportation Advisory Group under the umbrella of the Whatcom Council of Governments and a member of the North Sound Transportation Alliance. I worked on the successful Ferndale School District Bond effort and continued on with the plans for the new Ferndale High School by participating on the Design Analysis Committee. Most recently worked with the successful Ferndale School District Levy.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I have been an outdoor recreation enthusiast for most of my life. I taught downhill skiing at Stevens Pass for 17 years and was an avid white water participant on the Skykomish River for over 20 years. My current work with Whatcom County transportation plans includes identifying Underserved communities and then designing solutions to fit their needs. I spent several years working with the Birch Bay community to activate their efforts in the development of the BERM which was designed in 1976 and is now under construction. I also worked on the acquisition of the waterfront park on Birch Bay Drive and the acquisition of land by the Whatcom Library System for a Birch Bay community library. I see a strong connection between all of these projects to serve the greater community including the rural communities and the Designated Urban Growth Areas.</p>
References (please include daytime telephone number):	<p>Linda Quinn, FSD Superintendent 360-383-9200</p> <p>Amy O'Neal Nylen, Ferndale School District Middle School teacher, 36-383-9200</p> <p>Kathy Berg, Birch Bay Community Member, 360-224-3908</p> <p>Doralee Booth, Birch Bay Community Member, 360-3717440</p>
Signature of applicant:	Wanda (Terry) Terry
Place Signed / Submitted	Lummi Island, Wa, 98262



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Chi-Na Stoane, Chair – Public Health Advisory Board

DATE: 1/13/2021

RE: RECOMMENDATIONS FOR PUBLIC HEALTH ADVISORY BOARD MEMBERS

The Public Health Advisory Board is recommending **reappointment** of the following members who have indicated they wish to serve another term, 3 years in length beginning February 1, 2021:

- ✓ **Steve Bennett**, *Communities that Experience Health Inequities* position, applying for 1st full term
 - Steve completed a partial term, and has been voted into office as the new Vice-Chair for 2021.
- ✓ **Sterling Chick**, *Health Care Access & Quality* position, applying for 1st full term
 - Sterling completed a partial term as Vice-Chair, and has been voted into office as the new Chair for 2021.
- ✓ **Lindsey Karas**, *Social & Economic* position, applying for 2nd full term

In addition, we are also recommending to **appoint two new members** for a 3-year term beginning February 1, 2021:

- ✓ **Amy Harley**, *Health Care Access & Quality* position, applying for 1st full term
 - Dr. Harley is a local pediatric physician that will provide a valuable lens.
- ✓ **Jacob Anderson**, *Community Member with Lived Experience* position, applying for 1st full term
 - Jacob Anderson has a background in survival and lived experience that will bring a unique and important voice to the table.

There are three additional vacant positions on the board: Social & Economic, Government – Local/Rural, and Physical Environment. At this time there are no recommendations to fill these positions.

OK
Satpal





Application for Appointment to Whatcom County Boards and Commissions

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Title	Dr.
First Name	Steve
Last Name	Bennett
Today's Date	1/7/2021
Street Address	6075 Monument Dr
City	Bellingham
Zip	98248
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	6125624943
Secondary Telephone	Field not completed.
Email Address	bennet63@wwu.edu
1. Name of Board or Committee	Public Health Advisory Board
Public Health Advisory Board Position:	Communities Experiencing Health Inequities
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	January 2020-January 2021
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	<u>Bennett-CV (2020).doc</u> -attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Public health professor, Current PHAB member
10. Please describe why you're interested in serving on this board or commission	Passionate about serving my community and continuing my role
References (please include daytime telephone number):	Field not completed.
Signature of applicant:	Steve Bennett
Place Signed / Submitted	Ferndale, WA

STEVE BENNETT, Ph.D., MSPH, CPH

Assistant Professor of Community Health

Western Washington University

Steve.Bennett@wwu.edu

EDUCATION:

Doctor of Philosophy

September 2017

University of Minnesota, Minneapolis, MN

Major: Public Health, Environmental Health

Emphasis: Environmental Infectious Disease

Dissertation: "The Complex Eco-Epidemiology of Tick Borne Disease: Ticks, Hosts and Pathobiomes in an Urbanizing Environment"

Master of Science

May 2009

Tulane University School of Public Health & Tropical Medicine, New Orleans, LA

Major: Public Health

Emphasis: Tropical Medicine & Parasitology

Awarded the *Tulane 34 Award* for excellence in academics, and leadership within the school and the community

Bachelor of Fine Arts

December 2004

Southwest Texas State University, San Marcos, TX

Major: Theatre

Emphasis: Acting, Directing

ACADEMIC APPOINTMENTS:

Assistant Professor- Western Washington University

Community Health

August 2018- Current

Non-Tenure Track Faculty- Western Washington University

Community Health, International Studies

September 2017- May 2018

Visiting Faculty- Biology- University of St. Thomas (previously Adjunct)

Biology of Global Health

January 2014 – August 2015- Adjunct

August 2015- August 2017 – Visiting Faculty

CERTIFICATIONS:

Certified in Public Health, National Board of Public Health Examiners, 2019

TEACHING ASSIGNMENTS:

Western Washington University: NTT and Assistant Professor, 2017-Present

HLED 151- Drugs and Society (2 credits), Fall 2018, 2019, 2020
HLED 210- Intro to Public Health (4 credits), Fall 2019, Spring 2020, Summer 2020, Fall 2020
HLED 350- Nutrition (3 credits), Summer 2018, 2019 & Fall 2018, Winter 2019, Spring 2019
HLED 397B- Justice, Equity, Oppression and Health (4 credits) Fall 2017
HLED 407- Principles and Foundations of Public Health (5 credits), Fall 2019
HLED 447- Community Health (5 credits), Winter 2020
HLED 410- Health Communication and Social Marketing (4 credits), Spring 2018, 2019, 2020
HLED 455- Health Education K-8 (2 credits), Fall 2018, Winter 2019, Spring 2018, 2019
HLED 460- Program Planning and Implementation (5 credits), Winter 2019, 2021
HLED 471- Professional Preparation Seminar, (2 credits) Winter 2020, 2021
HLED 472- Internship (12 credits), Fall 2018, Summer 2019, 2020
INTL 401- Global Issues (5 credits), Spring 2018
INTL 437H- International Study- Kenya (15 credits), Winter 2018

University of St. Thomas, St. Paul, Minnesota: Adjunct, Visiting Faculty 2014-2017

BIOL 490- Ecology of Infectious Disease (lecture and lab)
BIOL 480- Global Health Senior Capstone (Lecture and lab)
BIOL 467- Biology of Emerging Infectious Diseases (lecture and lab)
BIOL 398- Parasitology (lecture and lab)
BIOL 209- Biology of Sustainability (core course)
BIOL 208- Biological Communication and Energetics (core course)
BIOL 198- Emerging Infectious Disease/ Global Health Lab
BIOL 363- Immunology Lab

University of Minnesota – Teaching Assistant, 2012- 2015

PUBH 3102- Environmental and Occupational Health
PUBH 6101- Issues in Environmental Health
PUBH 6102- Environmental and Occupational Health

Professional Experience:

Social Marketing campaign- “COVID-IRL”

July 2020- current

Partnered with Whatcom County Health Department

- Advocated for funding from county council
- Participated in steering committee
- Designed and completed formative research
- Guided communication strategy

Social Marketing campaign- “Safer Stronger Together”

March 2020- October 2020

Partnered with Whatcom County Health Department

- Participate in steering committee

↓
Copy of full CV available
upon request.

EXECUTIVE:
Satpal Sidhu



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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Sterling Chick Date: December 7, 2020
Street Address: 2121 Eldridge Ave
City: Bellingham Zip Code: 98225
Mailing Address (if different from street address): _____
Day Telephone: 360.305.5258 Evening Telephone: same Cell Phone: same
E-mail address: sterlingc@ccsww.org

1. Name of board or committee-**please see reverse**: Public Health Advisory Board
2. **You must specify which position you are applying for. Please refer to vacancy list.** Health Care
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.) ----- (x) yes () no
4. Which Council district do you live in? ----- () One (x) Two () Three () Four () Five
5. Are you a US citizen? ----- (x) yes () no
6. Are you registered to vote in Whatcom County? ----- (x) yes () no
7. Have you ever been a member of this Board/Commission? ----- (x) yes () no
If yes, dates: December 2018 to now
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 (x) 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 (x) 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.

Regional Clinical Director, Catholic Community Services Public Health Advisory Board, vice-chair

Education: Master of Counseling, Arizona State University, 1995; Master of Science, Cornell University, 1980

11. Please describe why you're interested in serving on this board or commission: _____
Interest in promoting child and family wellbeing

References (please include daytime telephone number): _____

Chi-Na Stoane 360.739.1769 Erika Lautenbach 360.778.6000

Signature of applicant: Sterling Chick

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If you are applying for one of the following boards, committees, or commissions, please send this application to the

Whatcom County Executive's Office:

311 Grand Avenue, Suite 108

Bellingham, Washington 98225

Phone:(360) 778-5200 Fax:(360) 778-5201

- Agricultural Advisory Committee
- Americans with Disabilities Act (ADA) Compliance Committee
- Behavioral Health Advisory Committee
- Bellingham-Whatcom County Commission Against Domestic Violence
- Bicycle/Pedestrian Advisory Committee
- Boundary Review Board
- Civil Service Commission
- County Appeals Board
- Developmental Disabilities Board
- Development Standards Technical Advisory Committee
- Ethics Commission
- Food System Committee
- Housing Authority of Whatcom County
- Housing Advisory Committee
- Lodging Tax Advisory Committee
- Marine Resource Committee
- North Sound Mental Health Administration
- Northwest Senior Services Board
- Parks and Recreation Commission
- Point Roberts Community Advisory Committee
- Public Health Advisory Board
- Purchase of Development Rights Oversight Committee
- Rural Library Board
- Salary Commission
- Veteran's Advisory Board

If you are applying for one of the following boards, committees, or commissions, please send this application to the

Whatcom County Council Office:

311 Grand Avenue, Suite 105

Bellingham, Washington 98225

Phone:(360) 778-5010 Fax: (360) 778-5011

- Acme/VanZandt Flood Control Sub-Zone Advisory Committee
- Birch Bay Watershed and Aquatic Resources Management Committee
- Board of Equalization
- Business and Commerce Advisory Committee
- Climate Impact Advisory Committee
- Drayton Harbor Shellfish Protection District Advisory Committee
- Flood Control Zone District Advisory Committee
- Forestry Advisory Committee
- Horticultural Pest and Disease Board
- Incarceration Prevention and Reduction Task Force/Law and Justice Council
- Lummi Island Ferry Advisory Committee
- Lynden/Everson Flood Control Sub-Zone Advisory Committee
- Noxious Weed Control Board
- Open Space Advisory Committee
- Planning Commission
- Portage Bay Shellfish Protection District Advisory Committee
- Solid Waste Advisory Committee
- Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee
- Surface Mining Advisory Committee
- Wildlife Advisory Committee

RCW 42.17A.005

(7) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first:

- (a) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;
- (b) Announces publicly or files for office;
- (c) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or
- (d) Gives his or her consent to another person to take on behalf of the individual any of the actions in (a) or (c) of this subsection.



Application for Appointment to Whatcom County Boards and Commissions

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Title	Field not completed.
First Name	Lindsey
Last Name	Karas
Today's Date	1/8/2021
Street Address	7520 Clamdigger Dr.
City	Blaine
Zip	98230
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3603033358
Secondary Telephone	Field not completed.
Email Address	lkaras@mercyhousing.org
1. Name of Board or Committee	Public Health Advisory Board
Public Health Advisory Board Position:	Social and Economic
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	August 2016-January 2021
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	<u>PHAB Resume.pdf</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<i>Field not completed.</i>
10. Please describe why you're interested in serving on this board or commission	<i>Field not completed.</i>
References (please include daytime telephone number):	Rachel Lucy 360-788-6393 Kristin Granstrand 509-930-6782
Signature of applicant:	Lindsey Karas

Lindsey Karas

7520 Clamdigger Dr. | Blaine, WA 98230 | 360.303.3358 | lkaras@mercyhousing.org

Objective

A renewed position as a member of the Whatcom County Public Health Advisory Board that offers the opportunity to use my leadership strengths and expertise to advise Whatcom County Health Department to promote positive health outcomes in Whatcom County. I will bring a perspective that focuses on raising the voices of those in our community who live in affordable housing, may not be US citizens, are part of the BIPOC community, and/or are over the age of 62.

Summary

Respected Resident Services Manager with more than twelve years of effective work experience within Mercy Housing Northwest and in community-wide partnerships. Past and current work has included strategic program development, focus on effective and beneficial community partnerships, compliance and implementation of a variety of grants and encouraging community involvement and empowerment of seniors and families living in affordable housing. Active listener with a strength for building lasting professional relationships.

Skills & Abilities

- Fluent in Spanish
- Culturally sensitive
- Cooperative
- Calm under pressure
- Reliable
- Compassionate
- Creative Problem Solver
- Motivational Leadership

Experience

Resident Services Manager | Mercy Housing Northwest | March 2020-Current

- Oversees programs, staff and services at eight properties from Bellingham to North Seattle in accordance with the mission and core values of Mercy Housing and the national program model of Resident Services.
- Lead and train others in the use of program data to provide strategic input for program improvement.
- Locate, develop and maintain networks and partnerships with relevant service providers, community organizations, business and educational institutions and assist/train/direct Resident Services staff to do the same.
- Partner proactively and regularly with housing development staff working on new properties or acquisitions to determine plans for Resident Services and to provide input on property design decisions.
- Regularly participate in Affordable Housing advocacy programs to represent Mercy Housing and our residents. Participate in and provide strategic input to community discussions for policy development that can positively impact our communities and residents.

Resident Services Coordinator | Mercy Housing Northwest | August 2008-March 2020

Volunteer | Skookum Kids | November 2014- Current

- Care for children transitioning into foster care at the Skookum House facility.

Board Memberships**Whatcom Family and Community Network | 2011-2019**

- Held positions of President, Vice President, Secretary and head of the Program and Operations Committee
- Revised and rewrote Personnel Handbook, coordinated Executive Director annual appraisals, and transitioned organization through change in ED.

Whatcom Public Health Advisory Board | August 2016-Present

- Lead on Health Protection for Immigrant Families task force.
- Present on community health concerns before Whatcom County Council.

Education**Bachelors of Arts, 2008, Western Washington University**

- Cultural Anthropology and Spanish Language and Literacy
- Focus in Latin American Immigration

Accomplishments

2009- Ken Gass Community Builders Award

2010- Spirit of Mercy Award

2012- Molina Healthcare Community Champion Award for Education

2017- Peace Builder Award for Empowerment



Application for Appointment to Whatcom County Boards and Commissions

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Title	Dr.
First Name	Amy
Last Name	Harley
Today's Date	1/3/2021
Street Address	4058 Springland Court
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	916-671-9083
Secondary Telephone	<i>Field not completed.</i>
Email Address	aharley@peacehealth.org
1. Name of Board or Committee	Public Health Advisory Board
Public Health Advisory Board Position:	Health Care Access
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?	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	<u>CV-Harley Amy Dec2020.pdf</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Please see attached CV
10. Please describe why you're interested in serving on this board or commission	<p>As a pediatric hospitalist I often encounter medical conditions in my patients that are influenced by social determinants of health. Examples that come to mind include newborns suffering opiate withdrawal, children hospitalized after attempts at self-harm, and children with poorly controlled asthma; I often wish I could do more to address the root causes of these medical concerns. As a member of the Public Health Advisory Board I am hoping to have a positive impact on the upstream influences of health outcomes for children and adults in our community.</p> <p>Additionally, as a mother to one child with special educational needs and another child with a developmental disability and special healthcare needs, I know that public agencies and programs can be impactful for vulnerable populations but can also be challenging to access and navigate. This perspective is another driver of my desire to contribute as an advisory board member, with the goal of helping to ensure accessibility, relevancy, and adequacy of public health services, especially for marginalized populations.</p>
References (please include daytime telephone number):	<p>Dr. Mara Kelley, St. Joseph Pediatrics Department Chair and Medical Director 360-325-2954;</p> <p>Dr. James Bochsler, Vice President PeaceHealth Medical Group 360-224-3297;</p> <p>Susan Towers, Bellingham School District Special Education Teacher, 360-739-8825</p>
Signature of applicant:	Amy Harley
Place Signed / Submitted	Bellingham, WA

AMY M. HARLEY

Contact: 4058 Springland Court, Bellingham, WA 98226 | (916) 671-9083 | AHarley@peacehealth.org

HOSPITAL POSITIONS

Pediatric Hospitalist – PeaceHealth St. Joseph Medical Center **7/2013-current**
 Care for pediatric inpatients and newborns and provide ED consultation for pediatric patients with privileges at St. Joseph Medical Center 2901 Squalicum Parkway, Bellingham, WA 98225.
 Washington State DOH Physician and Surgeon License MD 60355949, Exp. 01/25/2022

EDUCATION, POST-GRADUATE TRAINING AND BOARD CERTIFICATION

American Board of Pediatrics
 Maintenance of Certification project – Education for community medical providers on marijuana use in pregnancy and lactation, including the effects on the mother and her child **12/2018**

American Board of Pediatrics
 General Pediatrics Certifying Examination - Passed **10/2013**

University of Washington, Department of Pediatrics, Seattle, WA
Pediatric Residency **6/2010-6/2013**

University of California, Davis, School of Medicine, Davis, California
M.D., M.P.H. **8/2004-6/2009**
 Practicum Project: “Application of Genotyping for Tuberculosis Control in Sacramento County”
 After medical school, spent one year as a stay-at-home mom with my son (7/2009-5/2010)

University of California, Davis
B.Sc. High Honors in Nutrition Science **8/1995-6/2000**
 Minor: Exercise Science

FACULTY POSITIONS

Clinical Assistant Professor, University of Washington, Seattle Washington
 Volunteer clinical faculty for University of Washington Pediatric residents participating in their WWAMI rotation (*promotion application to Associate Professor currently pending*) **2/1/14-6/30/2020**

TEACHING RESPONSIBILITIES

General Pediatrics Instruction **12/2013-present**
 As a pediatrician in the WWAMI region, instruct University of Washington Pediatric residents two days per month in community inpatient pediatrics and newborn care

Co-facilitator – Doctoring Course (in medical school) **6/2008-5/2009**
 As a 4th year medical student worked with a faculty member teaching 1st year medical student interviewing techniques and physical exam skills; also explored clinical, psychosocial and ethical issues in medicine

Biochemistry Tutor – University of California, Davis, School of Medicine (in medical school) **1/2006-6/2006**
 Tutored 1st year medical students in Biochemistry as a 2nd year medical student

RESEARCH PROJECTS

- Research Assistant – University of California, Davis, Department of Public Health** (in medical school) **9/2006-6/2007**
Recruited participants, collected data and analyzed samples for a study comparing skin testing with an interferon-gamma release assay for latent TB infection in HIV-infected patients
- Project Coordinator – Childhood Autism Risks from Genetics and the Environment (CHARGE)** **7/2002-8/2004**
This study was conducted at the UC Davis MIND Institute to determine early environmental predictors of autism. Served as the primary contact person for participating families and organized and tracked their progress through the study
- Post-Graduate Researcher – University of California, Davis, Program in International Nutrition** **8/2001-7/2002**
Performed HPLC on blood samples from pregnant Nepali women for carotenoid and tocopherol content for a study examining a dietary intervention for maternal nightblindness

VOLUNTEER EXPERIENCE

- International Training and Education Center for Healthcare (ITECH)**
Simulation Based Medical Education Project, Gondar, Ethiopia **4/2012**
Traveled to Ethiopia for 3 weeks to support ITECH's ongoing effort to incorporate simulation into medical education at the College of Medicine and Health Sciences, University of Gondar
- Lifewind International**
Community Health Education Program Volunteer, Dessie, Ethiopia **5/2008**
During 3 weeks in medical school, traveled to Dessie and did physical exams on hundreds of Ethiopian children with the goal of characterizing their health so the education project could best focus its community efforts; disseminated findings through community meetings
- AIDS Care and Treatment Project**
Volunteer, Addis Ababa, Ethiopia **4/2007**
Worked alongside physicians for a month to provide medical care and social support to impoverished HIV-infected men, women and children in Addis Ababa; also taught healthcare workers about breastfeeding and infant and young child feeding
- Christian Medical Fellowship**
Volunteer, Guatemala Medical Mission Trip **12/2004, 6/2006**
As a member of CMF leadership, planned and participated in two trips for medical students and physicians to work alongside Guatemalan healthcare providers caring for rural villagers
- Davis Community Clinic**
Medical student volunteer **6/2005-6/2006**
During one year of medical school volunteered one half day per week at a clinic for medically underserved residents of Yolo County, California

CERTIFICATIONS

- Certified Physician Builder – Epic Systems** **11/2019-current**
Completed the Physician Build Basic and Advanced courses and projects through Epic and serve as a provider informaticist, advising on clinical content and workflow for the electronic health record as it relates to inpatient pediatrics for PeaceHealth.
- Instructor – Neonatal Resuscitation Program** **12/2012-current**

Accredited Provider – Primary Care Triple P (in residency) **5/2012**
 Completed training for a positive parenting program that aims to prevent behavioral, emotional and developmental problems in children by building parents' skills and knowledge

Provider – Pediatric Advanced Life Support **11/2013**
 Completed the American Heart Association pediatric resuscitation course

OTHER

Poster Presentation – Host Microbe Interactions Research Retreat
*"Host immune responses to coinfection with HIV and *Mycobacterium tuberculosis*"* **2006**

Panelist – 8th Annual Northern California International Health Conference
"Voices from the Field: Student Experiences in International Internships" **2006**

HONORS

Senior Medical Student Awards: Excellence in Pediatrics, Exceptional Performance in Doctoring,
 Excellence in Public Health Science, AMWA Glasgow-Rubin Citation for Academic Achievement **2009**
 Alpha Omega Alpha National Medical Honor Society **2008**
 William D. James Foundation Scholarship, American River HealthPro Credit Union Scholarship **2007-2008**
 Dr. Daniel Terry and Mrs. Virginia Terry Leadership Council Scholarship **2005**
 Chancellor's Grant **2004-2008**

ORGANIZATIONS

American Academy of Pediatrics Member: Section on Hospital Medicine **2010-current**



Application for Appointment to Whatcom County Boards and Commissions

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Title	Mr.
First Name	Jake
Last Name	Anderson
Today's Date	12/9/2020
Street Address	5 Orchid Ct
City	Bellingham
Zip	98229-279
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	3603259525
Secondary Telephone	Field not completed.
Email Address	jake.s.anderson44@gmail.com
1. Name of Board or Committee	Public Health Advisory Board
Public Health Advisory Board Position:	Community Member with Lived Experience in Social Service or Health Care System challenges
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Jake Anderson Resume.docx - attached

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently a fulltime student/stay at home dad. Prior to re-entering academia, I was the Assistant General Manager for a small construction company for 7 years. Community activities are volunteering for Washington state Wolf-PAC, which is a PAC dedicated to bringing about an Article V convention to amend the Constitution for campaign finance reform. I am currently a quarter away from finishing a Business transfer degree at BTC and plan on doing the Business Sustainability program at WWU and then aspire to get into UW Foster for an MBA.

10. Please describe why you're interested in serving on this board or commission

I would like to be more involved in the community and believe that my past experience dealing with our social services and healthcare systems would be a valuable asset for this board.

References (please include daytime telephone number):

See resume.

Signature of applicant:

Jake Anderson

Place Signed / Submitted

Bellingham, Washington

JACOB ANDERSON

jake.s.anderson44@gmail.com

360.325.9525

SUMMARY

In June of 2019, I decided to leave Henning and chose to re-enter academia, in hopes of finding a more rewarding career, with better opportunities for growth. Summer quarter 2019 I began classes at Bellingham Technical College in the Business Direct Transfer Program, with the goal of receiving a Bachelor's in Business Sustainability with an Energy Studies Focus from Western Washington University and then on to an MBA program. I am looking for part-time work or Internships that will be willing to work with a current student.

SKILLS & TRAITS

- Highly Efficient
- Critical Thinker
- Self-Motivated
- Detail Oriented
- Positive Disposition
- Expert Judgement
- Ability to Balance Multiple Projects
- Conflict Resolution
- Interpersonal and Team Skills
- Analogous Estimating
- Data Gathering/Analysis/Representation
- Proficiency in Meetings/Conference Calls
- Task Delegation
- Excel Certified Basic/Advanced/Pivot Tables
- QuickBooks Capable
- Bookkeeping/Accounting/Payroll

ACCOMPLISHMENTS

7500+ hours of project management experience in all categories: Initiating, Planning, Executing, Monitoring & Controlling and Closing,

Worked 73 continuous days as a Filtration Systems Operator at Northwest Packing in Vancouver, WA, most of which were 12-hour shifts.

Balanced 19 different projects, 8 remodel and 11 new construction, ranging from Seattle to Montana at one time. I oversaw 3 coworkers and managed to turn over each project phase on time or early.

Completed 30+ projects in the 2018, with no significant rework while receiving positive feedback from our clients.

Have completed several independent assignments including the 16 story Courtyard Marriott in downtown Portland and the 12 story Roosevelt in Downtown Seattle.

In my last 2 years at Henning I was in management roles for jobs including: UW Burke Museum, UW Life Science, Sheraton Seattle Pike & Union Towers, The Coeur d'Alene Resort, Tulalip Resort & Casino, Seattle Public Utilities Cedar Falls, North Creek High School, Park Place Middle School and many smaller hotels and schools.

EXPERIENCE

06/2012 to 06/2019

General Contractor/ Assistant General Manager Henning Installation — Monroe, WA

For the seven years I was at Henning I worked as a general contractor, specializing in hotel and school remodels and new builds. Working for a small company provided me with the opportunity to develop a plethora of skills including evaluating floor plans, acting as a liaison between the General Contractors, Project Managers and Ownership and the ability to hone my project management proficiency. I was responsible for coordinating projects ranging from the field measure through layout, installation, punch listing, turnover back to

ownership, invoicing for projects, doing payroll for our employees, doing certified payroll reporting for prevailing wage jobs and monitoring payroll remittances and deductions for union pay.

07/2015 to 12/2015

Filtration Systems Operator

Northwest Packing Co — Vancouver, WA

Worked in a juice processing plant briefly until returning to my previous employer. Day to day tasks included running product from decanters into storage vessels, through pasteurizers into one of four filtration systems and finally to either resin columns or evaporators. Had no prior experience in the industry but was able to independently operate the system within two weeks and was delegated the additional responsibility of operating caustic cleaning systems. Due to seasonality of the industry I worked 73 continuous days with mostly 12-hour shifts.

03/2012 to 10/2012

Laborer

Nordic Construction — Bellingham, WA

Re-sided, replaced dry-rot and insulation, poured concrete and replaced bay windows.

EDUCATION AND TRAINING

Bellingham Technical College — Business Direct Transfer Program (Current 3.95 GPA)

GoSkills Certifications — Excel Basic, Excel Advanced, Excel Pivot Tables, Project Management for Experts, Project Management for Business Professionals, Project Management for Team Members,

PROFESSIONAL REFERENCES

Shell Henning (Owner, Henning Installation) 206.229.6219

Nathan Basher (General Manager, Henning Installation) 360.584.4461

Gustav Guenther (Owner, Superior Soups) 360.920.7739

Noah Mireault (Owner, Brindle Ridge Construction) 360.325.6836

ACADEMIC REFERENCES

Jan Richards (English Professor) jrichards@btc.edu 360.752.8773

Deidre Kent (Accounting Professor) dkent@btc.edu 360.752.8405

Calhan Ring (Statistics Professor) cring@btc.edu 360.752.8670



RECEIVED

DEC 21 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

December 16, 2020

Mr. Satpal Sidhu, Whatcom County Executive
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Dear Executive Sidhu:

The first term of Position #3 on the Whatcom County Library System Board of Trustees will expire January 31, 2021. Rodney Lofdahl joined the WCLS Board in this position February 1, 2020 to fill out the term vacated by Brad Cornwell. We respectfully ask that you re-appoint Mr. Lofdahl to a second term, to begin February 1, 2021 and run through January 31, 2026.

Mr. Lofdahl has been an excellent addition to the WCLS Board of Trustees, serving on our Finance Committee and the Personnel Committee. He participated in our successful union negotiations, helped shape our 2021 Budget, and conducted my annual performance evaluation. In short, he's been busy! Rod's professional experience as the Chief Financial Officer at ALRT Corporation really informs his understanding of library finances. He asks great questions and helps us make sound decisions.

To the Board's knowledge, there have been no other applicants for Position #3. Regardless, members of the Board expressed great appreciation when Mr. Lofdahl indicated his interest in serving another term. The Board met December 15 and voted unanimously to recommend that you re-appoint him to a second term. Throughout this pandemic there have been many challenges, and the need for a competent, steadfast library board to help guide WCLS has been paramount. We are so grateful that we have dedicated trustees such as Mr. Lofdahl who have risen to the occasion and we look forward to continuing to work with him over the next five years.

Thank you for the opportunity to recommend this re-appointment to you. Please let me know if the re-appointment has been approved.

Sincerely,

Christine Perkins, Executive Director

the best place to begin

5205 Northwest Drive Bellingham, Washington 98226 | (360) 305-3600 | wcls.org



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Rodney
Last Name	Lofdahl
Today's Date	12/6/2019
Street Address	6062 Beulah Dr
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3608150491
Secondary Telephone	<i>Field not completed.</i>
Email Address	rlofdahl@yahoo.com
1. Name of Board or Committee	Rural Library 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 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am an owner and officer of ALRT Corporation, 4040 Mt. Baker Hwy., Everson, WA 98247.
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	Chief Financial Officer at ALRT Corporation since 2002. Financial Controller at Nielsen Bros., Inc 1999-2002 Accounting and Human Resources at Exports, Inc 1994-1999 Bachelor's Degree in Accounting and Economics from WWU, 1993 Currently serving 2nd term on the Whatcom County Forestry Advisory Committee, my term expires end of January, 2020.
10. Please describe why you're interested in serving on this board or commission	I've been a very active user and supporter of the Whatcom County Library System since childhood. I feel like I have the skills and qualifications the board is looking for, as well as a "passion" for our library's services.
References (please include daytime telephone number):	Karen Anderson (360) 220-7915 Linda Birman (360) 223-1343
Signature of applicant:	Rod Lofdahl
Place Signed / Submitted	Everson, WA



Memorandum

RECEIVED

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Elizabeth Harmon-Craig, Veterans Specialist
Health Department

DATE: December 6, 2020

RE: Veterans Advisory Board (VAB) Member Recommendation

DEC 8 - 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

I, along with current Veterans Advisory Board (VAB) members, would like to recommend the following candidates for re-appointment to the board:

- ✓ • Christopher Brown
- ✓ • Robert Wilson

Thank you for your consideration.



EXECUTIVE:
Satpal Sidhu



RECEIVED

COUNCIL MEMBERS:

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

FEB 18 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Christopher Brown Date: 2/12/2020
Street Address: 3800 Byron Ave Ste. 124
City: Bellingham Zip Code: 98229
Mailing Address (if different from street address): _____
Day Telephone: 425-506-3063 Evening Telephone: All: 360-733-9226 Cell Phone: _____
E-mail address: christopher.brown17d6a2@va.gov

1. Name of board or committee—**please see reverse:** Veterans Advisory Board
2. You must specify which position you are applying for.
Please refer to vacancy list. Board member
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: 2010-2018
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.
Member- DAV & JAVA. Readjustment Counselor- Bellingham Vet Center.
Founder & President- Growing Veterans. USMC Iraq & Afghanistan
veteran. Purple Heart recipient.

11. Please describe why you're interested in serving on this board or commission: I am a
veteran & veteran service provider in Whatcom County
committed to ensuring the best services possible to our counties veterans

References (please include daytime telephone number): Mike Novotny- 360-733-9226
Anne Deacon- 360-778-6054

Signature of applicant: [Signature]

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Application for Appointment to Whatcom County Boards and Commissions

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Title *Field not completed.*

First Name ROBERT

Last Name WILSON

Today's Date 9/24/2020

Street Address 3267 Douglas Road

City Ferndale

Zip 98248

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 13603809943

Secondary Telephone 3607394316

Email Address blackshoe967@comcast.net

1. Name of Board or Committee **Veteran's Advisory 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 1

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	2012 to 2014
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	<u>Resume Robert Wilson 2020.pdf</u> – attached.
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Previous occupation was Law Enforcement, recently as the Lummi Nation Chief of Police, prior to that was the Chief of Police for Sauk-Suiattle Indian Tribe and retired Washington State Trooper.
10. Please describe why you're interested in serving on this board or commission	Being a retired military person I am aware of the hurdles and concerns of military people. I know the struggles that they have and how difficult it is to make ends meet in todays society. I have spent numerous years as a Veterans Service Officer and would like to continue with that service.
References (please include daytime telephone number):	Bill Elfo, Whatcom County Sheriff 360-738-2494 Frank Cordero, 360-758-7501 Anthony Hilliare 360-393-0890
Signature of applicant:	Robert F Wilson
Place Signed / Submitted	Whatcom County

Public Safety / Emergency Management Profile

Demonstrated history of success protecting and preserving public safety and security

Repeated success managing teams through effective enforcement of ordinances, laws, and regulations to maintain secured environments and jurisdictions. Skilled at identifying solutions to potential risk events and vulnerabilities. Trusted Advisor to senior management, government officials, and agencies on emergency response and preparedness, security management, and staff development. Talent for building partnerships amongst federal agencies, state and local governments, and high-value clients. Encourage engaged workforce committed to vision and value of each mission. Proficient in ICAD, TEC I & II, NCIC, and NLETS. Held Active Top-Secret Security Clearance.

Highlights of Expertise

- Security Management & Operations
- Policy Creation & Implementation
- Law Enforcement Principles
- Federal, State, & Local Compliance
- Evidence Preservation & Documentation
- Incident & Emergency Response Management
- Personnel Training Programs
- National Incident Management Systems
- Major Program Administration
- Client Service & Consultation

Career Experience

Lummi Indian Business Council, Bellingham, Washington

Provide executive-level leadership with full accountability over key programs: law enforcement, Natural Resource Management, Emergency Management, Highway Safety, Probation, Jail Management and Victims of Crime.

CHIEF OF POLICE (June 2019 to September 2020)

Hold responsibility for upholding and preserving tribal sovereignty, self-governance, and treaty rights and jurisdiction. Operate within strict declarations of tribal control. Coordinate personnel, staffing, and patrolling to protect exterior boundaries of Lummi Reservation.

- ♦ Champion environment of increased cultural awareness and understanding amongst Officers.
- ♦ Spearhead process for State Certification; compile entirety of required documentation for timely submission.
- ♦ Drive community engagement and dedication to protecting tribal identity through targeted community events and trainings regarding regulatory authority of Tribal Code of Law and potential impacts to tribal culture.
- ♦ Managed budgets for multiple departments totaling more than 7 Million dollars.
- ♦ Provided active leadership for 50 plus personnel.
- ♦ Managed events for multiple venues with primary responsibility for safety of 17,000 people.

Puget Sound Executive Services, Inc., Sequim, Washington

Offer customized security solutions for clients and events spanning corporate executives, celebrity appearances, high-end jewelry showcases, and high-end automobile auctions.

PRIVATE SECURITY (January 2016 to Present)

Lead security and safety operations spanning physical security, traffic control, crowd services, and personnel management. Translate risk considerations into comprehensive action plan to achieve client needs. Submit

continued...

required documentation with local and national agencies to ensure seamless deployment of security operations. Confirm availability of security personnel, resources, and equipment to fit mission.

- ♦ Maintain proficiency with weapons and firearms handling to comply with local, state, and federal regulations.

Sauk-Suiattle Indian Tribe, Darrington, Washington

Directed daily operations aimed at maintaining law and order, preventing crime, and preserving public safety within jurisdiction.

PUBLIC SAFETY DIRECTOR (July 2018 to March 2019)

Held strategic planning, operational, personnel, and financial responsibility for entire Sauk-Suiattle Law Enforcement Department. Established and enforced short- and long-term objectives, internal policies, procedures, and initiatives. Developed annual operating budgets; allocated resources to achieve department mission effectively and in accordance with budget parameters. Managed personnel functions; set schedules, conducted development training, and resolved personnel concerns.

- ♦ Oversaw entirety of submission process for Police Department State Certification; ensured accuracy of submitted documentation, adherence to certification standards, and compliance with requirements.
- ♦ Served as public face of department throughout public relation matters and events.
- ♦ Offered guidance and insight to General Manager, Tribal Council, and government officials.
- ♦ Fostered positive relationships across governmental agencies and leveraged relationships to best position department for success.
- ♦ Confirmed department performance adhered with federal, state, and local regulations.

Department of Homeland Security, Blaine, Washington

Provided dedicated communication and liaison support to Security Agents and Officers.

LAW ENFORCEMENT COMMUNICATIONS ASSISTANT (LECA) (January 2016 to November 2016)

Promoted and maintained open lines of communication amongst LECAs, management, and law enforcement agencies to streamline response and resolution times. Consistently monitored and assessed environment security utilizing telecommunications systems, intrusion detection equipment, sensors, and cameras. Escalated identified concerns for timely apprehensions and interceptions of unauthorized or suspicious personnel. Provided dispatching service for three state law enforcement agencies and United States Border Patrol agents.

- ♦ Seamlessly responded and effectively addressed a hostile environment situation. Monitored and directed US Border agents during high risk contacts with illegal board crossings.
- ♦ Identified as high-potential (HiPo) and selected for leadership development programs.
- ♦ Implemented administrative task training program to eliminate redundancies and processing delays related to leave procedures and deadlines.

Washington State Patrol – Bellingham Detachment, Bellingham, Washington

Held multiple roles which expanded scope and responsibility of position; served as State Patrol Trooper, Acting Trooper in Charge, and Public Information Officer.

WASHINGTON STATE PATROL TROOPER (July 1999 to February 2014)

continued...

Immediately and effectively responded to reported crisis situations and/or incidents. Conducted in-depth, thorough, and rapid criminal investigations. Secured crime and/or incident scenes. Collected and preserved evidence. Interviewed witnesses, victims, and potential suspects or interested persons.

- ♦ Served as Public Information Officer; interacted with multiple media outlets throughout ongoing situations and presented comprehensive training for civilian and military groups regarding Driving under the Influence and Traffic Safety initiatives.
- ♦ Designated as Washington State Patrol Expert Witness for both District and Superior courts; represented State Patrol when testifying in official proceedings and presented investigation facts and findings.
- ♦ Obtained Collision Technician qualification; provided expert technical insight and guidance to collisions investigations resulting in fatalities or serious injuries.

Additional Experience

Radioman Chief Petty Officer ■ United States Navy, Pearl Harbor, Hawaii

Education & Credentials

Bachelor of Science in Public Safety and Emergency Management

Grand Canyon University, Phoenix, Arizona

Associate of Arts in General Studies

Northwest Indian College, Bellingham, Washington

Affiliations

- President, Fraternal Order of Police (FOP) Matt Herzog Memorial Lodge 24
- American Legion Post 7

Community Development

- Ferndale Auxiliary Communication Team; Emergency Communications
- Disabled American Veterans Case Service Officer
- Chairman, Whatcom County Civil Service Commission (2015 to 2016)
- Vice-Chairman, Whatcom County Veterans Advisory Board (2015 to 2017)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-051

File ID:	AB2021-051	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance adopting Countywide Planning Policies relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting Countywide Planning Policies (CWPPs) relating to the Review and Evaluation Program (also known as Buildable Lands) and dispute resolution procedures. The Washington State Legislature approved ESSSB 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 (see RCW 36.70A.215). One of these requirements is to amend the CWPPs. The seven cities have concurred with the proposed CWPPs. The County Council has the final authority to adopt CWPPs.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Draft Ordinance, Final Draft Countywide Planning Policies

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

January 11, 2021

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Countywide Planning Policies (File # PLN2020-00007)

The Washington State Legislature approved Engrossed Second Substitute Senate Bill or [ESSSB 5254](#) relating to the Growth Management Act's "Review and Evaluation" (buildable lands) program requirements in 2017. The review and evaluation program has several main components, which are summarized below:

- Determining whether a county and its cities are achieving urban densities within urban growth areas by comparing growth and development assumptions contained in the county and city comprehensive plans with actual growth and development that has occurred;
- Determining whether there is sufficient land that is suitable for development in the future; and
- Identifying reasonable measures, if necessary, to reduce the differences between growth assumptions contained in comprehensive plans and actual development patterns ([RCW 36.70A.215](#)).

The Growth Management Act, originally enacted in 1990-91, required the County to adopt countywide planning policies (CWPPs) in cooperation with the cities (RCW 36.70A.040 and RCW 36.70A.210). CWPPs establish a framework for developing city and county comprehensive plans and ensuring these plans are consistent. The County Council originally adopted CWPPs in 1993 and amended these policies in 1997 and 2005 (see Whatcom County Comprehensive Plan, Appendix C).

The 2017 State legislation (ESSSB 5254) imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years (see RCW 36.70A.215). One of these requirements is to amend the CWPPs to establish the Review and Evaluation Program. Another requirement is to adopt dispute resolution procedures.

The City/County Planner Group developed proposed CWPPs relating to the Review and Evaluation Program and Dispute Resolution Procedures in 2019-2020. These policies will govern how the County and cities will implement and maintain the Review and Evaluation Program. The policies also set forth procedures for resolving any disputes relating to the CWPPs that should arise between the jurisdictions.

The County Executive initiated the CWPPs for review in August 2020 pursuant to an Interlocal Agreement¹ concerning interim procedures for amending the Policies (Contract No. 202007014). The Planning Commission recommended approval of the CWPPs on September 10, 2020. The County Council passed a motion on October 13, 2020 to send final draft Countywide Planning Policy amendments to the cities for review and approval. The seven city councils concurred with the Countywide Planning Policies in November and December 2020.

Per the Interlocal Agreement, the final step in the process is as follows:

- **Whatcom County Council Adoption** – Following approval of the CWPP amendments by the cities, the County Council may, after conducting a public hearing, adopt the CWPP amendments. Final draft CWPP amendments may not be modified during the County Council adoption process.

Thank you for your previous review and current consideration of the proposed CWPPs.

¹ The Interlocal Agreement Between Whatcom County and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas Concerning Interim Procedures for Amending the Countywide Planning Policies was authorized by the County Council on July 7, 2020 (AB2020-263) and signed by the County Executive on July 14, 2020.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
COUNTYWIDE PLANNING POLICIES**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The proposal is to adopt Countywide Planning Policies (incorporated into Appendix C of the Whatcom County Comprehensive Plan) relating to:
 - a. Review and Evaluation Program (also known as "Buildable Lands"); and
 - b. Dispute Resolution Procedures.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 20, 2020.
3. WAC 197-11-800 categorically exempts procedural actions from State Environmental Policy Act (SEPA) review. The SEPA Official determined that the subject proposal is exempt as a procedural action on April 21, 2020.
4. The subject Countywide Planning Policies were posted on the County website on April 20, 2020.

5. Notice of the Planning Commission hearing was published in the Bellingham Herald on August 28, 2020.
6. Notice of the Planning Commission hearing was posted on the County website as of August 28, 2020.
7. Notice of the Planning Commission hearing was sent to citizens, media, cities, and other groups on the County's e-mail list.
8. The Planning Commission held a public hearing on the subject amendments on September 10, 2020.
9. The Growth Management Act (GMA), originally approved by the State Legislature in 1990-91, required the County to adopt countywide planning policies in cooperation with the Cities (RCW 36.70A.040 and RCW 36.70A.210).
10. 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)).
11. The County Council adopted the original countywide planning policies in April 1993 (Resolution 93-024).
12. The County Council amended the countywide planning policies in March 1997 (Resolution 97-011).
13. The County Council amended the countywide planning policies in January 2005 (Ordinance 2005-022).
14. The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 relating to the Growth Management Act's "Review and Evaluation" 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.
15. The GMA now requires Whatcom County to ". . . adopt, in consultation with its cities, countywide planning policies to establish a review and evaluation program. . . (RCW 36.70A.215(1)).
16. The GMA also requires methods for resolving disputes among jurisdictions relating to these countywide planning policies (RCW 36.70A.215(2)(c)).

17. The City/County Planner Group formulated the subject countywide planning policies to address the GMA-mandated Review and Evaluation Program requirements.
18. The City/County Planner Group recommended that the Dispute Resolution Procedures should apply to any countywide planning issue rather than only matters relating to the Review and Evaluation Program. Therefore, the Dispute Resolution Procedures are separate and distinct from the Review and Evaluation Program policies.
19. The County Executive initiated these Countywide Planning Policies for review pursuant to an interlocal agreement between the County and Cities (Whatcom County Contract No. 202007014).
20. The Planning Commission recommended approval of the CWPPs on September 10, 2020.
21. The County Council passed a motion on October 13, 2020 to send final draft Countywide Planning Policy amendments to the cities for review and approval.
22. The seven city councils concurred with the Countywide Planning Policies in November and December 2020.
23. GMA Planning Goal 11, relating to citizen participation and coordination, is to "Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts" (RCW 36.70A.020(11)).
24. The subject Countywide Planning Policies include the concepts of coordination and cooperative relationships between the County and Cities consistent with the GMA.

CONCLUSION

The subject Countywide Planning Policies are consistent with the GMA and are in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Countywide Planning Policies are hereby adopted as shown on Exhibit A.

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

ADOPTED this _____ day of _____, 2021.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Royce Buckingham

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

Q. Review and Evaluation Program

1. The County and cities will cooperate to implement and maintain a program that meets the review and evaluation requirements of RCW 36.70A.215, unless the Growth Management Act no longer contains these requirements or sufficient funds are not appropriated by the state.
2. The purposes of this program are to:
 - a. Compare actual (achieved) development densities with planned development densities and determine whether the County and cities are achieving planned urban densities within urban growth areas and have sufficient suitable land to accommodate planned population and employment growth through the remainder of the 20-year planning period.
 - b. Identify and adopt reasonable measures, if necessary, to reduce the differences between actual development patterns and growth and development assumptions contained in the County comprehensive plan and/or city comprehensive plans.
3. The County, in conjunction with the cities, will develop and maintain a Review and Evaluation Program Methodology, taking into consideration the State Department of Commerce *Review & Evaluation Program Buildable Lands Guidelines*.
4. The County, in conjunction with the cities, will prepare, adopt, and publish a Buildable Lands Report in accordance with the timeframes set forth in the Growth Management Act.
5. The County and cities will follow the Review and Evaluation Program Methodology for the collection, monitoring, and analysis of development activity data, and comparing actual growth and development patterns with growth and development assumptions. As part of this process, the cities and County will collect data annually. The cities will provide collected data to the County upon request.

6. When the Buildable Lands Report identifies inconsistencies between actual development patterns and growth and development assumptions and targets contained in the County comprehensive plan and/or city comprehensive plans, the County and cities will discuss whether reasonable measures are necessary and appropriate to address such inconsistencies before considering adjusting urban growth areas. Each jurisdiction will individually determine whether reasonable measures are required under the Growth Management Act for their jurisdiction.
7. The County and cities will cooperate, and make every effort at the staff level, to resolve disputes regarding inconsistencies in collection and analysis of data.
8. Nothing in this policy will be construed as altering the land use power of any Whatcom County jurisdiction under established law.

R. Dispute Resolution Procedures

1. The County and cities will work cooperatively to implement the countywide planning policies. The County and cities will work together to attempt to resolve any disputes regarding implementation of the countywide planning policies.
2. In the event of an impasse, the jurisdictions involved may mutually agree to use mediation for a minimum of 90 days. After the 90 day period, the parties may, by mutual agreement, elect to utilize binding arbitration. In the event that the parties agree to use arbitration, a three member arbitration panel will be selected by mutual agreement. If the parties cannot agree on membership of the panel, each party will select one member and those two members will select the third member. The decision of the arbitration panel on the issue will be final.
3. If mediation, arbitration, or both are used, each jurisdiction will be responsible for its own legal costs, but the jurisdictions involved will split the costs of a mediator or arbitrators evenly.
4. Nothing in this policy will be construed as altering the land use power of any Whatcom County jurisdiction under established law.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-058

File ID:	AB2021-058	Version:	1	Status:	Agenda Ready
File Created:	01/11/2021	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting the temporary installation of stop signs on Deer Trail

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff memo, Proposed ordinance



MEMORANDUM

To: Honorable Satpal Sidhu, Whatcom County Executive and
Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer *JPK*

Date: January 12, 2021

Re: Deer Trail – fill slope failure / slide
Ordinance for Temporary Installation of Stop Signs

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs on Deer Trail until the road repairs for the fill slope failure are complete.

Background and Purpose

Due to recent severe weather and heavy rains, a portion of Deer Trail from 100 feet south of Cherry Tree Lane to Cherry Tree Lane, experienced a fill slope failure on January 4, 2021, requiring a one lane roadway configuration with stop control at each end. The repair is projected to take several months or longer to design and may not be completed in 2021. These temporary stop signs will be removed at the completion of the repair work.

Information

This ordinance will allow for the installation of stop signs and is necessary to comply with RCW 46.61.200 and RCW 47.36.110 to install traffic control signs.

Please contact Douglas Ranney II, P.E., Engineering Services Manager at extension 6255 with any questions regarding this ordinance.

Attachments

ORDINANCE NO. _____

TEMPORARY INSTALLATION OF STOP SIGNS ON DEER TRAIL

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, due to recent severe weather, and associated heavy rains, there was a fill slope failure to a portion of Deer Trail, and it was determined that a one lane road is needed on Deer Trail in the vicinity of Cherry Tree Lane with stop control at each end; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed on Deer Trail, southbound at the intersection with Cherry Tree Lane, and northbound 100 feet south of Cherry Tree Lane, located within Section 24, Township 40 North, Range 1 West, W.M.; and

BE IT FURTHER ORDAINED that when the repairs to Deer Trail are completed, the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

Approved via email-CQ/RM
Sr. Deputy Prosecuting Attorney,
Civil Division

Satpal Sidhu, Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-074

File ID:	AB2021-074	Version:	1	Status:	Agenda Ready
File Created:	01/19/2021	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	01/26/2021	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting amendments to Whatcom County Code 2.66 County-Owned Vehicles

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Ordinance Amendment - Redline, Ordinance Amendment - Clean



TO: Members of the Whatcom County Council

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Mike Hilley, EMS Manager

RE: County Vehicles Code Amendment

Date: January 20, 2021

Requested Action:

Consider and approve proposed amendments to Whatcom County Code Chapter 2.66 which provides for and outlines the authorized use of County vehicles. The proposed Code amendment would expand the category of authorized drivers under the Code to include non-employees who are engaged in County business and who are specifically authorized by the County Executive's Office ahead of time. All authorized drivers would be required to comply with the County's automobile operation policy whether or not they are County employees.

Background and Purpose:

This proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers. Certain provisions in the existing code mitigate the opportunity to utilize existing resources to provide transportation necessary to deliver services for clients of county health programs. fulfill the need for transportation services. This amendment is intended to allow limited access for non-county employees to drive county vehicles while preserving appropriate driving policies. The amended ordinance:

- will allow the County to utilize contracted providers such as Community Paramedics, GRACE/SEAMAR employees and authorized County volunteers to provide the transportation necessary to deliver services utilizing County vehicles
- will allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business
- will ensure safe and reliable medical navigation for service clients utilizing existing resources

Medical Navigation transportation is an integral part of the Administration's effort to ensure access for mobile health services and address the COVID impacts. Allowing existing resources to provide those transports addresses this timely issue.

Financial Implications:

These amendments provide limited allowances for non-employees to transport clients of Whatcom County Mobile Health clients for medical navigation utilizing existing resources available.

Please contact Mike Hilley at (360) 927-1155 for questions or concerns regarding this amendment.

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE CHAPTER 2.66
COUNTY-OWNED VEHICLES**

WHEREAS, Whatcom County Code Chapter 2.66 provides for and outlines the legal authorization for use of County vehicles;

WHEREAS, the County delivers a broad array of services to vulnerable populations in the community through mobile integrated health programs (GRACE, LEED, Supportive Housing, COVID response) requiring reliable and accessible motor vehicle transportation of service recipients; and

WHEREAS, the County Health Department and Emergency Medical Services maintain an ongoing need to transport community members for purposes of delivering County services; and

WHEREAS, the County is able to utilize contracted providers such as Community Paramedics, GRACE/SEAMAR employees and authorized County volunteers to provide the transportation necessary to deliver services utilizing County vehicles;

WHEREAS, Whatcom County Code Chapter 2.66 currently prohibits all non-employees from operating County vehicles; and

WHEREAS, amending Chapter 2.66 to allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business; and

WHEREAS, the proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers;

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

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ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied
Date Signed: _____

EXHIBIT A

Chapter 2.66
COUNTY-OWNED VEHICLES

Sections:

[2.66.010 Purpose.](#)

[2.66.020 Vehicles.](#)

[2.66.030 Policy.](#)

[2.66.035 Preference to private vehicles.](#)

[2.66.040 Storage.](#)

[2.66.050 Driver's license.](#)

[2.66.060 Drivers.](#)

[2.66.070 Employee-driver responsibility.](#)

[2.66.080 Passengers.](#)

[2.66.090 Long-range vehicle assignments.](#)

[2.66.100 Motor pool duties.](#)

[2.66.110 Overnight and after-hours use.](#)

[2.66.120 Return of the vehicle.](#)

[2.66.130 Continuing use.](#)

[2.66.140 Rental fees.](#)

[2.66.150 Executive as administrator.](#)

2.66.010 Purpose.

The purpose of this policy is to provide for the uniform and consistent use of county-owned vehicles.
(Ord. 80-45 § 1).

2.66.020 Vehicles.

County vehicles shall be identified in accordance with state law. The manner in which employees and authorized users operate and utilize these readily identifiable vehicles is under continuing observation by the public and each employee must recognize the responsibility for prudent and proper operation of a county car when assigned for official business. (Ord. 80-45 § 2).

2.66.030 Policy.

County-owned vehicles shall be used only for transportation needs relative to official county business. County vehicles shall be utilized solely on a daily trip basis from the assigned work station except as enumerated in Sections [2.66.090](#), [2.66.110](#), [2.66.120](#) and [2.66.130](#). (Ord. 80-45 § 3).

2.66.035 Preference to private vehicles.

To the extent they are available, motor pool cars shall be utilized for County travel purposes by employees stationed in the central County complex before privately owned vehicles are used on a reimbursement basis. The County Executive is authorized to grant exemption from this provision when the cost of a motor pool vehicle would exceed the cost of the use of a private automobile. (Ord. 83-41; Ord. 82-93 § 1(g)).

2.66.040 Storage.

The motor pool shall provide a secured parking area for overnight and weekend parking of official County motor pool vehicles. All vehicles excluding those covered by Sections [2.66.090](#), [2.66.110](#), [2.66.120](#) and [2.66.130](#) will be returned to this secured parking area daily by such hour as shall be established by administrative procedure. (Ord. 80-45 § 4).

2.66.050 Driver's license.

All drivers assigned to a County vehicle for use on official business must possess a valid driver's license. Licenses must be properly validated for any special equipment operation. (Ord. 80-45 § 5).

2.66.060 Drivers.

County employees who are on official county business may drive a County vehicle. If there is more than one county employee being transported by the vehicle for county business, any duly licensed county employee may drive. For the purposes of this section, consultants, private contractors and independent contractors are not considered employees of Whatcom County. Non-employees may only drive County vehicles if approved in advance and in writing by the County Executive or the Deputy County Executive. All authorized non-employee drivers must have a driver's record that meets Whatcom County standards, and must agree in writing to fully comply with Whatcom County's driving policies. (Ord. 80-45 § 6).

2.66.070 Driver responsibility.

When using a County vehicle, the employee-driver or other authorized-driver has a responsibility regarding the following:

- A. Safe and proper operation of the vehicle in accordance with the state traffic laws;
- B. Use of the vehicle for official business only and for purposes specified in the written authority issued pursuant to Section 2.66.060;
- C. Transporting passengers only in connection with official County business and as may be specified in the written authority issued pursuant to Section 2.66.060;

1 D. Adequately protecting the vehicle from damage and/or theft;

2 E. Promptly and efficiently reporting any accident as required by state law, and in addition, shall report
3 any accident to the tort claims division of Whatcom County through the Whatcom County Prosecutor's
4 Office;

5 F. Keeping the interior and exterior of the vehicle neat and clean, and in the case of a daily rental, return
6 the vehicle refueled and ready for use;

7 G. The driver of the vehicle is responsible for any and all fines for moving violations received while
8 operating the vehicle. (Ord. 80-45 § 7).

9 **2.66.080 Passengers.**

10 Except when directly related to County business, a vehicle, whether assigned or dispatched pursuant to
11 the provisions regarding 24-hour or permanent assignments, shall not be used to transport any person
12 or employee, other than the vehicle operator, to and from work. (Ord. 80-45 § 8).

13 **2.66.090 Long-range vehicle assignments.**

14 The provisions of the other sections of this chapter notwithstanding, County-owned motor pool vehicles
15 may be assigned to a county official, employee or authorized user on a 24-hour basis when and if the
16 County Executive declares such assignment to be in the best interests of the County and the conduct of
17 County business. (Ord. 80-45 § 9).

18 **2.66.100 Motor pool duties.**¹

19 The motor pool shall maintain and make available to County governmental departments vehicles for
20 daily rental use for the performance of official duties. A daily rental shall be approved in writing by the
21 elected official or the department head responsible for the activity in which the rental vehicle will be
22 used. The motor pool shall be responsible for the maintenance of the mileage records for each vehicle.
23 (Ord. 80-45 § 10).

24 **2.66.110 Overnight and after-hours use.**

25 The council recognizes that sometimes County business requires use of the vehicle at odd hours.
26 Therefore, the following provisions are appropriate. A County employee or other authorized user may
27 check out a County vehicle from the motor pool for overnight use only if:

28 A. The department head or his designee notifies the motor pool that the employee requesting the use of
29 the vehicle has authorization to do so; and

30 B. The vehicles must be checked out overnight because the employee/user must have the vehicle early
31 the next day for official use, and having to wait for the motor pool to open would seriously interfere
32 with the schedule of the employee/user; or

1 C. The employee/user returns from official business at a time when the motor pool is closed. In this
2 case, the employee/user shall return the vehicle to the motor pool the following business day at motor
3 pool opening time;

4 D. The overnight or after-hours use was previously authorized by the County Executive or the Deputy
5 County Executive pursuant to 2.66.060 for purposes of official County business;

6 . The employee/user will be away for more than one day. (Ord. 80-45 § 11).

7 **2.66.120 Return of the vehicle.**

8 If the employee or authorized user is returning the vehicle during hours, he shall return it directly to the
9 motor pool. (Ord. 80-45 § 12).

10 **2.66.130 Continuing use.**

11 Motor pool vehicles may be assigned to the individuals on a basis of continued daily use during regular
12 County government business hours, but only after such assignment has been justified to and approved
13 by the County Executive. (Ord. 80-45 § 13).

14 **2.66.140 Rental fees.**

15 The motor pool shall be reimbursed for the use of the pool vehicles by the using departments according
16 to a schedule of charges to be established by administrative procedures, such schedule of charges being
17 subject to change dictated by purchase, maintenance, and operating costs incurred by the motor pool in
18 maintaining the fleet. (Ord. 80-45 § 14).

19 **2.66.150 Executive as administrator.**

20 The County Executive is authorized and shall be responsible to establish the administrative procedures
21 and requirements governing the operation and maintenance of the motor pool, the method and
22 determination of the assignment of the vehicles, the disposition of charges arising from misuse of a
23 County vehicle, and any other administrative requirements related to motor pool management. (Ord.
24 80-45 § 15).

PROPOSED BY: __County Executive__
SPONSORED BY: BY: __County Executive__
INTRODUCTION DATE: January 26. 2021

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE CHAPTER 2.66
COUNTY-OWNED VEHICLES**

WHEREAS, Whatcom County Code Chapter 2.66 provides for and outlines the legal authorization for use of County vehicles;

WHEREAS, the County delivers a broad array of services to vulnerable populations in the community through mobile integrated health programs (GRACE, LEED, Supportive Housing, COVID response) requiring reliable and accessible motor vehicle transportation of service recipients; and

WHEREAS, the County Health Department and Emergency Medical Services maintain an ongoing need to transport community members for purposes of delivering County services; and

WHEREAS, the County is able to utilize contracted providers such as Community Paramedics, GRACE/SEAMAR employees and authorized County volunteers to provide the transportation necessary to deliver services utilizing County vehicles;

WHEREAS, Whatcom County Code Chapter 2.66 currently prohibits all non-employees from operating County vehicles; and

WHEREAS, amending Chapter 2.66 to allow for the limited authorized use of County vehicles by non-employees for County government purposes is an efficient, cost effective, and practical means for providing necessary transportation related to County services and business; and

WHEREAS, the proposed amendment and the corresponding County motor vehicle policy provide sufficient limitations, restrictions, and requirements to protect County interests related to non-employee drivers;

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

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied
Date Signed: _____

EXHIBIT A

Chapter 2.66
COUNTY-OWNED VEHICLES

Sections:

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2.66.010 Purpose.

The purpose of this policy is to provide for the uniform and consistent use of county-owned vehicles.
(Ord. 80-45 § 1).

2.66.020 Vehicles.

County vehicles shall be identified in accordance with state law. The manner in which employees and authorized users operate and utilize these readily identifiable vehicles is under continuing observation by the public and each employee must recognize the responsibility for prudent and proper operation of a county car when assigned for official business. (Ord. 80-45 § 2).

2.66.030 Policy.

County-owned vehicles shall be used only for transportation needs relative to official county business. County vehicles shall be utilized solely on a daily trip basis from the assigned work station except as enumerated in Sections [2.66.090](#), [2.66.110](#), [2.66.120](#) and [2.66.130](#). (Ord. 80-45 § 3).

2.66.035 Preference to private vehicles.

To the extent they are available, motor pool cars shall be utilized for County travel purposes by employees stationed in the central County complex before privately owned vehicles are used on a reimbursement basis. The County Executive is authorized to grant exemption from this provision when the cost of a motor pool vehicle would exceed the cost of the use of a private automobile. (Ord. 83-41; Ord. 82-93 § 1(g)).

2.66.040 Storage.

The motor pool shall provide a secured parking area for overnight and weekend parking of official County motor pool vehicles. All vehicles excluding those covered by Sections [2.66.090](#), [2.66.110](#), [2.66.120](#) and [2.66.130](#) will be returned to this secured parking area daily by such hour as shall be established by administrative procedure. (Ord. 80-45 § 4).

2.66.050 Driver's license.

All drivers assigned to a County vehicle for use on official business must possess a valid driver's license. Licenses must be properly validated for any special equipment operation. (Ord. 80-45 § 5).

2.66.060 Drivers.

County employees who are on official county business may drive a County vehicle. If there is more than one county employee being transported by the vehicle for county business, any duly licensed county employee may drive. For the purposes of this section, consultants, private contractors and independent contractors are not considered employees of Whatcom County. Non-employees may only drive County vehicles if approved in advance and in writing by the County Executive or the Deputy County Executive. All authorized non-employee drivers must have a driver's record that meets Whatcom County standards, and must agree in writing to fully comply with Whatcom County's driving policies. (Ord. 80-45 § 6).

2.66.070 Driver responsibility.

When using a County vehicle, the employee-driver or other authorized-driver has a responsibility regarding the following:

A. Safe and proper operation of the vehicle in accordance with the state traffic laws;

B. Use of the vehicle for official business only and for purposes specified in the written authority issued pursuant to Section 2.66.060;

C. Transporting passengers only in connection with official County business and as may be specified in the written authority issued pursuant to Section 2.66.060;

1 D. Adequately protecting the vehicle from damage and/or theft;

2 E. Promptly and efficiently reporting any accident as required by state law, and in addition, shall report
3 any accident to the tort claims division of Whatcom County through the Whatcom County Prosecutor's
4 Office;

5 F. Keeping the interior and exterior of the vehicle neat and clean, and in the case of a daily rental, return
6 the vehicle refueled and ready for use;

7 G. The driver of the vehicle is responsible for any and all fines for moving violations received while
8 operating the vehicle. (Ord. 80-45 § 7).

9 **2.66.080 Passengers.**

10 Except when directly related to County business, a vehicle, whether assigned or dispatched pursuant to
11 the provisions regarding 24-hour or permanent assignments, shall not be used to transport any person
12 or employee, other than the vehicle operator, to and from work. (Ord. 80-45 § 8).

13 **2.66.090 Long-range vehicle assignments.**

14 The provisions of the other sections of this chapter notwithstanding, County-owned motor pool vehicles
15 may be assigned to a county official, employee or authorized user on a 24-hour basis when and if the
16 County Executive declares such assignment to be in the best interests of the County and the conduct of
17 County business. (Ord. 80-45 § 9).

18 **2.66.100 Motor pool duties.**¹

19 The motor pool shall maintain and make available to County governmental departments vehicles for
20 daily rental use for the performance of official duties. A daily rental shall be approved in writing by the
21 elected official or the department head responsible for the activity in which the rental vehicle will be
22 used. The motor pool shall be responsible for the maintenance of the mileage records for each vehicle.
23 (Ord. 80-45 § 10).

24 **2.66.110 Overnight and after-hours use.**

25 The council recognizes that sometimes County business requires use of the vehicle at odd hours.
26 Therefore, the following provisions are appropriate. A County employee or other authorized user may
27 check out a County vehicle from the motor pool for overnight use only if:

28 A. The department head or his designee notifies the motor pool that the employee requesting the use of
29 the vehicle has authorization to do so; and

30 B. The vehicles must be checked out overnight because the employee/user must have the vehicle early
31 the next day for official use, and having to wait for the motor pool to open would seriously interfere
32 with the schedule of the employee/user; or

1 C. The employee/user returns from official business at a time when the motor pool is closed. In this
2 case, the employee/user shall return the vehicle to the motor pool the following business day at motor
3 pool opening time;

4 D. The overnight or after-hours use was previously authorized by the County Executive or the Deputy
5 County Executive pursuant to 2.66.060 for purposes of official County business;

6 . The employee/user will be away for more than one day. (Ord. 80-45 § 11).

7 **2.66.120 Return of the vehicle.**

8 If the employee or authorized user is returning the vehicle during hours, he shall return it directly to the
9 motor pool. (Ord. 80-45 § 12).

10 **2.66.130 Continuing use.**

11 Motor pool vehicles may be assigned to the individuals on a basis of continued daily use during regular
12 County government business hours, but only after such assignment has been justified to and approved
13 by the County Executive. (Ord. 80-45 § 13).

14 **2.66.140 Rental fees.**

15 The motor pool shall be reimbursed for the use of the pool vehicles by the using departments according
16 to a schedule of charges to be established by administrative procedures, such schedule of charges being
17 subject to change dictated by purchase, maintenance, and operating costs incurred by the motor pool in
18 maintaining the fleet. (Ord. 80-45 § 14).

19 **2.66.150 Executive as administrator.**

20 The County Executive is authorized and shall be responsible to establish the administrative procedures
21 and requirements governing the operation and maintenance of the motor pool, the method and
22 determination of the assignment of the vehicles, the disposition of charges arising from misuse of a
23 County vehicle, and any other administrative requirements related to motor pool management. (Ord.
24 80-45 § 15).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2021-075

File ID:	AB2021-075	Version:	1	Status:	Agenda Ready
File Created:	01/20/2021	Entered by:			
Department:		File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	01/26/2021			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing the closure of a portion of 4th Street in Custer, Washington, related to COVID-19 economic relief

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed ordinance would temporarily close a portion of 4th Street in Custer, Washington, to allow Tony's Tavern to establish an outdoor seating area to be utilized until one week (seven days) after the last state or local mandate is lifted that limits the business to less than 100 percent capacity for indoor services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance

ORDINANCE NO. _____

**AUTHORIZING CLOSURE OF A PORTION OF 4TH STREET IN CUSTER, WASHINGTON,
RELATED TO COVID-19 ECONOMIC RELIEF**

WHEREAS, the Governor has issued many emergency proclamations and mandates to stop the spread of the COVID-19 virus; and

WHEREAS, the County Executive has issued a Proclamation of Emergency to stop the spread of the COVID-19 virus; and

WHEREAS, these mandates have effectively closed many businesses, while not defined as essential, are essential to the families they support; and

WHEREAS, restaurants, bars, and taverns have been able to serve customers as long as they can provide outdoor seating; and

WHEREAS, some restaurants are not able to accommodate the outdoor space needed without using the public right of way or public road; and

WHEREAS, Whatcom County's financial resources are limited; and

WHEREAS, business assistance can come in the form of non-monetary solutions; and

WHEREAS, Chapter 12.06.010 of the Whatcom County Code, by referring to Chapter 46.44.080 of the Revised Code of Washington, requires that each temporary road closure or restriction be authorized by the County Council through ordinance; and

WHEREAS, the Whatcom County Council is authorized to close the road according to the provisions of RCW 36.32.120 Section 2; and

WHEREAS, Tony's Tavern in Custer, Washington, has requested the County temporarily close a section of road in order to facilitate their ability to run their multigenerational family owned business; and

WHEREAS, Tony's Tavern will set up weather appropriate outdoor seating in the section of roadway being closed to operate their business.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department is hereby directed, subject to further consideration for re-establishing access for adjoining property owners and the public, to close the section of 4th Street that is adjacent to Tony's Tavern with the southern boundary being the intersection of 4th and Main and extending to the end of Tony's Tavern's property line as the northern boundary or less.

BE IT FURTHER ORDAINED that the duration of closure will conclude one week (seven days) after the last state or local mandate has been lifted that limits Tony's business to less than 100 percent capacity for indoor services.

BE IT FURTHER ORDAINED that as a condition of road closure, Tony's Tavern will install proper signs and barriers approved by Whatcom County Public Works at the approved locations, allowing pedestrian and non-motorized vehicles access along said portions of closed roads.

BE IT FINALLY ORDAINED that, if available, signage and barriers may be provided by Whatcom County Public Works at no cost.

ADOPTED this ____ day of _____, 2021.

ATTEST:

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____