### TITLE OF DOCUMENT:
Update by Public Works and Planning & Development Services staff of Geologic Hazards and Landslide areas in Whatcom County.

### ATTACHMENTS:

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

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

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

Update by Public Works and Planning & Development Services staff of Geologic Hazards and Landslide areas in Whatcom County.

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

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

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crawford</td>
<td>3/18/2014</td>
<td></td>
<td>3/25/2014</td>
<td>Finance Committee</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Informational briefing from Whatcom County businesses

**ATTACHMENTS:**

- SEPA review required? ( ) Yes ( ) NO
- SEPA review completed? ( ) Yes ( ) NO
- Should Clerk schedule a hearing? ( ) Yes ( X ) NO
- Requested Date:

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

Presentations are being hosted quarterly this year by the Finance & Administrative Services Committee to gain greater awareness and understanding of a variety of Whatcom County businesses and their impact on our local economy. Presentations from each business representative will be 10-15 minutes in length and have been scheduled and facilitated with the assistance of the Port of Bellingham Economic Development Division.

- 3/25/14 features: Gary Graham, Shuttle Systems, Drew Zogby, Alpha Technologies, and Ian Rae, Chuckanut Builders
- 6/17/14 features: David Plenkovich of Lynden Door, Ian Rae of Chuckanut Builders and Peter Gruman of Accelitec.

**COMMITTEE ACTION:**

3/25/2014: Presented

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

CLEARANCES

<table>
<thead>
<tr>
<th>Originator</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPK</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td>6/3/14</td>
<td>Intro</td>
</tr>
<tr>
<td>Division Head:</td>
<td>JPR</td>
<td>5/27/2014</td>
<td></td>
<td>6/17/14</td>
<td>Finance &amp; Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget</td>
<td>B5</td>
<td>5/22/14</td>
<td>5/27/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT:
Ordinance to amend the Birch Bay Drive and Pedestrian Facility project fund (CRP #907001) by adding budget authority in the amount of $1,127,676 for design services for a total project budget expenditure amount of $2,200,000.

ATTACHMENTS:
1. Memo to County Executive and Council
2. Project Budget Request Form
3. Ordinance

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( ) Yes ( C ) NO
Requested Date:

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

Requesting Council approval for the additional budget authority in the Birch Bay Drive and Pedestrian Facility project fund for a total budget expenditure amount of $2,200,000 to allow for design services.

COMMITTEE ACTION:

COUNCIL ACTION:
6/3/2014: Introduced 7-0

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Director

FROM: Joe Rutan, P.E., Assistant Director/County Engineer

DATE: May 22, 2014

RE: Ordinance Amending the Birch Bay Drive and Pedestrian Facility Project Fund Budget, Cost Center 339100, CRP #907001

Enclosed for your review and signature is one original of the ordinance amending the Birch Bay Drive and Pedestrian Facility project fund budget.

Background and Purpose
The Birch Bay Drive and Pedestrian Facility project fund was established by Ordinance 2012-050 for an amount of $1,072,324 on November 27, 2012 for a time frame of 2013 & 2014. This request is to amend the initial project fund in the amount of $1,127,676 for design services, bringing the total project budget to $2,200,000, and extend the time frame to include 2015.

Funding Amount and Source
This work will be funded from Federal STP funds that have been awarded, but not yet obligated. The obligation of the funds will occur shortly.

Please contact Jim Karcher at extension 50633 if you have any questions or concerns regarding this proposal.
ORDINANCE NO. __________

AMENDMENT No. 1 TO ORDINANCE No. 2012-050 ESTABLISHING THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE BIRCH DRIVE AND PEDESTRIAN FACILITY PROJECT

WHEREAS, the preliminary engineering phase of the Birch Bay Drive and Pedestrian Facility budget was initially adopted on November 27, 2012, with an expenditure amount of $1,072,324 and a revenue amount of $1,072,324 from REET funds and Road fund balance, and

WHEREAS, the project is moving into the design phase, and

WHEREAS, it is necessary to complete the design in the amount of $1,127,676, and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, that Ordinance No. 2012-050 establishing the project based budget for the Birch Bay Drive and Pedestrian Facility Project, is hereby amended by adding an additional amount of $1,127,676 of expenditure authority to the project budget for a total project budget expenditure amount of $2,200,000 as described in Exhibit A.

ADOPTED this ___ day of __________________, 2014.

ATTEST:
Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:
Daniel L. Gibson
Chief Civil Deputy Prosecutor

( ) Approved      ( ) Denied

Jack Louws, County Executive
Date: ________________
# Project Based Budget - Budget Request Tracking Sheet

Project Title: Birch Bay Drive and Pedestrian Facility  
CRP #907001  
Project Based Budget Request: No. 2  

<table>
<thead>
<tr>
<th>Object Account</th>
<th>Activity</th>
<th>Estimated Project Cost</th>
<th>Approved Project Budget</th>
<th>Amended Project Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>$ 1,900,000</td>
<td>$ 1,072,324</td>
<td>$ 827,676</td>
<td></td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 2,200,000</strong></td>
<td><strong>$ 1,072,324</strong></td>
<td><strong>$ 1,127,676</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Object Account</th>
<th>Activity</th>
<th>Estimated Project Revenues</th>
<th>Approved Project Budget</th>
<th>Amended Project Budget Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>REET II Transfer</td>
<td>$ 745,000</td>
<td>$ 745,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Federal STP (E)</td>
<td>327,324</td>
<td>327,324</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Federal STP (US)</td>
<td>1,127,676</td>
<td>-</td>
<td>1,127,676</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 2,200,000</strong></td>
<td><strong>$ 1,072,324</strong></td>
<td><strong>$ 1,127,676</strong></td>
<td></td>
</tr>
</tbody>
</table>
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2016 / 2017

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety while improving non-motorized mobility. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #3 on the 2014 Annual Construction Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering will begin in late 2014, RW acquisition in 2014/2015 and construction in 2016/2017. Additional funding sources will be pursued as they become available.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $11,450,000</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date: $150,000</td>
<td>Federal $ 1,562,129</td>
</tr>
<tr>
<td></td>
<td>State $ 0</td>
</tr>
<tr>
<td></td>
<td>Local $ 9,887,871</td>
</tr>
</tbody>
</table>

Environmental Permitting
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A

---

![Map of Birch Bay Drive and Pedestrian Facility](image-url)
### TITLE OF DOCUMENT

Amendment No. 1 to Ordinance No. 2014-013 Establishing the Telecommunications System Replacement Fund and Related Capital Budget Appropriation.

### ATTACHMENTS

- Ordinance Amendment
- Memo to County Executive
- Budget Projections
- Supplemental Budget Request

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE

Amendment No 1 to the Telecommunications System Replacement Project Budget requests additional appropriation authority of $2,123,809 for a new Project Based Budget total of $2,223,809.

### COMMITTEE ACTION

**COUNCIL ACTION:**

6/3/2014: Introduced 7-0

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td>06/03/14</td>
<td>Intro</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>06/17/14</td>
<td>Finance Committee; Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>5/23/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>5/27/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>6/3/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date: 6/3/14

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ORDINANCE NO.________

AMENDMENT No. 1 TO ORDINANCE No. 2014-013 ESTABLISHING THE TELECOMMUNICATIONS SYSTEM REPLACEMENT FUND AND RELATED CAPITAL BUDGET APPROPRIATION

WHEREAS, the first phase of the telecommunications project, which included an organization wide needs assessment and the development of specifications for a request for proposals, has been completed, and

WHEREAS, the project is now ready for Phase II, Network Redesign and Upgrade, and Phase III, Replacement Telecommunications System, and

WHEREAS, additional funding is necessary to complete the project,

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2014-013 is hereby amended adding $2,123,809 of expenditure authority to the original project budget of $100,000, for a total amended project budget of $2,223,809.

ADOPTED this ___ day of ____, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Jack Louws, Executive

Date: ____________________________
To: Jack Louws, County Executive
From: Perry L. Rice, IT Manager
Denise Toth Banyan, Associate IT Manager
Deanna Reynolds, Special Projects Manager
Date: May 19, 2014
Re: Supplemental Budget Request – Replacement Telecommunications System

• Background and Purpose

Whatcom County’s current Ericsson MD110 telecommunications system has been in place for approximately 22-years. The county has been notified that support for this system will end on or before March 31, 2015. This system is used by all Whatcom County departments and is critical to ongoing government operations and public service.

The purpose of this request is to fund the already established Telecommunications System Replacement Project Fund (351100) with a capital budget appropriation of $2,123,809. This funding will cover:

- Data Network Redesign & Upgrade
- Wiring Closet HVAC Evaluation
- Short Term Phone System Coexistence
- Replacement of Current Telephone System with a Unified Communications Platform including basic Business Continuity

• Funding Amount and Source

<table>
<thead>
<tr>
<th>Phase I: Consultant for RFP</th>
<th>$72,430</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase II: Network Redesign &amp; Upgrade</td>
<td>$432,095</td>
</tr>
<tr>
<td>Phase III: Replacement Telecommunications System</td>
<td>$1,719,284</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td><strong>$2,223,809</strong></td>
</tr>
</tbody>
</table>

Approved Budget Ordinance (2014-013) for Phase I ($100,000)

**Additional Project Budget Authority Needed**

$2,123,809

Please contact Deanna Reynolds at extension 51026 if you have any questions or concerns regarding this request.
Network & Unified Communications Project  
Budget Projections Roll Up by Phase  
Updated 5/19/14

<table>
<thead>
<tr>
<th>Phase 1: Project Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant for RFP</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 2: Network Redesign &amp; Upgrade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Network Switches</td>
</tr>
<tr>
<td>Data Network Switch Uninterruptable Power Supply (UPS) Units</td>
</tr>
<tr>
<td>Data Network Drops for New Phones</td>
</tr>
<tr>
<td>Wiring Closet HVAC Evaluation</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 3: Replacement Telecommunications System</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Telecommunications System (Core)</td>
</tr>
<tr>
<td>Automatic Call Distribution (ACD) &amp; Interactive Voice Response (IVR)</td>
</tr>
<tr>
<td>Software Applications</td>
</tr>
<tr>
<td>Data Migration Support</td>
</tr>
<tr>
<td>Consultant for Implementation</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

*Figures include Sales Tax and 10% Contingency*
## Supplemental Budget Request

### Status: Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>SuppID # 1862</td>
<td><strong>Fund</strong> 351</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time Year 2 2014 Add'l FTE [ ] Add'l Space [ ] Priority 1

### Name of Request: Replacement Telecommunications System

![Department Head Signature](image)

5/19/2014

### Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7420</td>
<td>Computer-Capital Outlays</td>
<td>$2,123,809</td>
</tr>
<tr>
<td>8301</td>
<td>Operating Transfer In</td>
<td>($2,123,809)</td>
</tr>
</tbody>
</table>

**Request Total** $0

---

1a. **Description of request:**

Purchase or lease a replacement telecommunications (phone) system to replace 22 year old system to include a related network redesign and upgrade. This is the core phone system for all county offices and supports over 1000 handsets.

1b. **Primary customers:**

Citizens, business partners and all Whatcom County Departments.

2. **Problem to be solved:**

The current phone system was purchased 22 years ago and will no longer be supported by the manufacturer as of 3/31/2015. If we do not replace this system and it fails after 3/31/2015 it will be difficult to get it serviced. This is our county wide phone system that supports the majority of departments throughout the county. Not replacing this system would pose a major risk to county communications.

The current network design will not support a VoIP telecommunications system. The network must be redesigned to support the installation of a VoIP phone system. The current network design is also difficult to manage because of the flat design, management tools cannot be applied to capture network information.

3a. **Options / Advantages:**

Continue using the current system with no support after Q1 2015.

The new network design which will segment the current flat network will provide better network service and security to the end users, plus enable the use of network management tools.

3b. **Cost savings:**

We do not anticipate that this will result in hard cost savings; however, we do expect a new phone system to improve overall department efficiencies creating lean workflows. This request is necessary to prevent a major disruption of county service.

4a. **Outcomes:**

Planning, selection, and contracting for the replacement of the system would take place in 2014. The replacement phone system would be replaced at all locations in 2015.

The new network design is scheduled to be in place by end of Summer 2014. The new network design will provide increased reliability of the network, increased security of the network as a whole, and more controlled management of network services.

4b. **Measures:**

---

Tuesday, May 20, 2014
Supplemental Budget Request

Administrative Services  

Information Technology

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1862</td>
<td>351</td>
<td>351100</td>
<td>Perry Rice</td>
</tr>
</tbody>
</table>

A new phone system would be installed.

A new network design will be in place with management tools that will provide network usage statistics that will provide real time information for better support and maintainability.

5a. Other Departments/Agencies:

All Whatcom County departments and offices would be affected by this change. There will be a scheduled minimal disruption to phone services county wide while the new system is being installed. Depending on which system is selected, training on how to use the phone handsets, features, and phone trees (menu systems) may be required county wide.

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

The telecommunications vendor we obtain the system from would be responsible for installation and training of core Division of Information Technology staff as well as training for all county staff.

6. Funding Source:

Administrative Services Fund & Cost Allocation
<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td>06/03/14</td>
<td>Intro</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>06/17/14</td>
<td>Finance</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>5/23/14</td>
<td></td>
<td>Council</td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>5/22/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Amendment No.5 to Ordinance No. 2008-025 Project Budget No. 2 (which established the initial East Whatcom Regional Resource Center Project Budget)

**ATTACHMENTS:** Ordinance Amendment, Memo to County Executive, and Supplemental Budget Request

**SEPA review required?** ( ) Yes ( X ) NO  
**SEPA review completed?** ( ) Yes ( X ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( X ) NO  
**Requested Date:**

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

Amendment No 5 to the East Whatcom Regional Resource Center Project Budget requests additional appropriation authority of $46,478 for a total Project Based Budget of $4,938,093.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

6/3/2014: Introduced 7-0

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers</th>
<th>Ordinance or Resolution Number</th>
</tr>
</thead>
</table>
ORDINANCE NO._____

AMENDMENT NO. 5 TO ORDINANCE NO. 2008-025 PROJECT BUDGET NO. 2
(WHICH ESTABLISHED THE INITIAL EAST WHATCOM REGIONAL RESOURCE CENTER PROJECT BUDGET)

WHEREAS, the East Whatcom Regional Resource Center was substantially completed in 2011, and

WHEREAS, the project subsequently needed additional work to upgrade the HVAC system and achieve LEED's certification, and

WHEREAS, additional funding is necessary to complete these items,

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2008-025 is hereby amended adding $46,478 of expenditure authority to the original project budget and subsequent amendments, for a total amended project budget of $4,938,093.

ADOPTED this ____ day of _____, 2014.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM: ( ) Approved ( ) Denied

Chief Civil Deputy Prosecutor

Jack Louws, Executive

Date: __________________
MEMO TO: Jack Louws, County Executive  
FROM: Michael Russell, Facilities Manager  
DATE: May 19, 2014  
RE: Supplemental Budget Request  

Background and Purpose

AS-Facilities Management is requesting a supplemental budget of $46,478 to correct HVAC issues at the East Whatcom Regional Resource Center. It was discovered that additional work needs to be done to achieve the LEED certification. We are experiencing some issues with the boiler system and stratification within the buildings. This additional funding amount will address these issues and make the necessary corrections. With these corrections in place we anticipate a 25% reduction of the energy consumption.

Funding and Source

The Funding request is for $46,478.00 from the EDI Fund. The account is #334100 East Whatcom Regional Resource Center.

If you have any questions, please contact me at extension 50575.

Thank you,

Enclosures (1)
Supplemental Budget Request

Administrative Services
Facilities Management

<table>
<thead>
<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1865</td>
<td>334</td>
<td>334100</td>
<td>Michael Russell</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time
Year: 2013
Add'l FTE: No
Add'l Space: No
Priority: 1

Name of Request: EWRRC HVAC Repairs

Department Head Signature: 
Date: 5/19/2014

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
<td>$46,468</td>
</tr>
<tr>
<td>8301</td>
<td>Operating Transfer In</td>
<td>($46,468)</td>
</tr>
</tbody>
</table>

Request Total: $0

1a. Description of request:

This request is for additional funding to complete the HVAC repairs at the EWRRC

Project Budget: $80,000
Engineering Cost Phase I: ($9,970)
Engineering Cost Phase II & III Construction Doc & CA: ($17,090)
Construction Estimate: ($63,000)
Construction Contingency: ($6,300)

Additional Funds Required for Construction: $16,360
Additional Funds Required for the LEED Certification: $30,118

Total Funds Required to Complete the HVAC Upgrade Project: $46,478

1b. Primary customers:

EWRRC, Opportunity Council an the Citizen's that utilize this facility everyday.

2. Problem to be solved:

This project needed additional work to upgrade the HVAC system and complete the LEED's Certification. This work is estimated to reduce the energy cost for this building by 25%.

3a. Options / Advantages:

There are no options at this time. The advantages are better operational HVAC system with functionality and energy conservation.

3b. Cost savings:

The cost savings will be achieved by reducing the energy cost for this building by 25% while at the same time increasing the comfort levels of the occupants.

4a. Outcomes:

The HVAC upgrades are required to achieve the LEED's Certification and improve the comfort levels of the occupants.

4b. Measures:

When completed the EWRRC achieve the LEED's Certification and reduce the energy cost by 25% and improve the comfort levels of the occupants.

5a. Other Departments/Agencies:

This project will be managed by Whatcom County Facilities Management

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

Monday, May 19, 2014
# Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp't D # 1865</td>
<td>Fund 334</td>
</tr>
<tr>
<td></td>
<td>Cost Center 334100</td>
</tr>
<tr>
<td></td>
<td>Originator: Michael Russell</td>
</tr>
</tbody>
</table>

- Michael Russell

6. **Funding Source:**

EDI funding
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td></td>
<td></td>
<td>06/3/14</td>
<td>Intro</td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td>06/17/14</td>
<td>Finance Committee; Council</td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** 2014 Supplemental Budget Request #12

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

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

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

Supplemental #12 requests funding from the General Fund:

1. To appropriate $122,118 in Non Departmental to fund Opportunity Council public services project from grant proceeds.
2. To appropriate $323,809 in Non Departmental to fund transfer for phone system replacement.
3. To appropriate $2,658 in the Sheriff’s Office to fund traffic unit equipment from sale of motorcycle.
4. To appropriate $13,000 in Sheriff’s Office to fund overtime patrols from grant proceeds.

Jail Fund:

5. To appropriate $4,000 to fund Bobcat repair from Forest Service contract revenue.

Public Utilities Fund:

6. To appropriate $46,468 to fund transfer to complete East Whatcom Regional Resource Center project.

Administrative Services Fund:

7. To appropriate $1,800,000 to fund transfer for phone system project.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

6/3/2014: Introduced 7-0

| Related County Contract #: | Related File Numbers: | Ordinance or Resolution Number: |
WHEREAS, the 2013-2014 budget was adopted November 20, 2012; and,
WHEREAS, changing circumstances require modifications to the approved 2013-2014
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 2013-
2014 Whatcom County Budget Ordinance #2012-048 is hereby amended by adding the
following additional amounts to the 2014 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Departmental</td>
<td>445,927</td>
<td>(122,118)</td>
<td>323,809</td>
</tr>
<tr>
<td>Sheriff</td>
<td>15,658</td>
<td>(15,658)</td>
<td>-</td>
</tr>
<tr>
<td>Total Non-Departmental</td>
<td>461,585</td>
<td>(137,776)</td>
<td>323,809</td>
</tr>
<tr>
<td>Jail Fund</td>
<td>4,000</td>
<td>(4,000)</td>
<td>-</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>46,468</td>
<td>-</td>
<td>46,468</td>
</tr>
<tr>
<td>Administrative Services Fund</td>
<td>1,800,000</td>
<td>-</td>
<td>1,800,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>2,312,053</td>
<td>(141,776)</td>
<td>2,170,277</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ____________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved  ( ) Denied

Jack Louws, County Executive

Date: ____________________
## WHATCOM COUNTY

### Summary of the 2014 Supplemental Budget Ordinance No. 12

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund Opportunity Council public services project from grant proceeds.</td>
<td>122,118</td>
<td>(122,118)</td>
<td>-</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund transfer to fund phone system replacement.</td>
<td>323,809</td>
<td>-</td>
<td>323,809</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund traffic unit equipment from sale of motorcycle.</td>
<td>2,658</td>
<td>(2,658)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund overtime patrols from grant proceeds.</td>
<td>13,000</td>
<td>(13,000)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Non-Departmental</strong></td>
<td></td>
<td>461,585</td>
<td>(137,776)</td>
<td>323,809</td>
</tr>
<tr>
<td>Jail Fund</td>
<td>To fund bobcat repair from Forest Service Contract.</td>
<td>4,000</td>
<td>(4,000)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Public Utilities Improvement Fund</strong></td>
<td>To fund transfer to complete East Whatcom Regional Resource Center project.</td>
<td>46,468</td>
<td>-</td>
<td>46,468</td>
</tr>
<tr>
<td><strong>Administrative Services Fund</strong></td>
<td>To fund transfer for phone system project.</td>
<td>1,800,000</td>
<td>-</td>
<td>1,800,000</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>2,312,053</td>
<td>(141,776)</td>
<td>2,170,277</td>
</tr>
</tbody>
</table>
**Supplemental Budget Request**

**Status:** Pending

**Executive**

<table>
<thead>
<tr>
<th>Supp# ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1866</td>
<td>1</td>
<td>4274</td>
<td>Suzanne Mildner</td>
</tr>
</tbody>
</table>

**Expenditure Type:** One-Time  
**Year:** 2014  
**Add'l FTE:**  
**Add'l Space:**  
**Priority:** 1

**Name of Request:** OppCo Public Services Grant 2014-15

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

![Signature]

**Date:** 5/21/14

<table>
<thead>
<tr>
<th>Costs</th>
<th>Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4333.1422</td>
<td>HUD-CDBG</td>
<td>($122,118)</td>
</tr>
<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$122,118</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. **Description of request:**

This request is for grant revenue from the Washington State Department of Commerce, for pass through to the Opportunity Council as subrecipient. This is a CDBG Public Services (formula) grant, issued annually for delivery of direct services to low- and moderate-income residents in Whatcom, Island, and San Juan Counties. The services provided include community outreach, resource referral, client housing education, energy conservation education and other housing services.

1b. **Primary customers:**

Low- and moderate-income residents of Whatcom, Island and San Juan Counties

2. **Problem to be solved:**

Whatcom County must act as grantee in order for Opportunity Council to access this formula grant. Following Council's approval of the application submission in March 2014, the grant contract has been awarded. The County will now enter into a subrecipient agreement with Opportunity Council, who will complete the project scope of work and adhere to the requirements of the grant contract.

3a. **Options / Advantages:**

None

3b. **Cost savings:**

N/A

4a. **Outcomes:**

Accomplish HUD's object of increasing the availability and accessibility of housing public services. This is an annual formula grant and the contract period is July 1, 2014 to June 30, 2015.

4b. **Measures:**

Opportunity Council will submit ongoing reports, both fiscal and narrative, regarding service delivery. The grant closeout and final report will occur only after evidence of all grant requirements have been met.

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

Opportunity Council, and 3 community resource centers in San Juan County.

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

Dave Finet, Director of Opportunity Council, is responsible for overseeing the services associated with this grant funding.

6. **Funding Source:**

Federal grant from Housing and Urban Development (HUD) through the State Department of Commerce's CDBG Program.

*Tuesday, May 20, 2014*
MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws
Subject: Budget Supplemental, Opportunity Council Grant
Date: May 20, 2014

The attached supplemental request for $122,118 is for the purposes of establishing budget authority in order to pass-through an available grant from the Washington State Department of Commerce to the Opportunity Council. This grant was applied for and authorized by the County Council in March, and has been granted for the delivery of direct services by the Opportunity Council as the local community action agency.

This grant is a HUD formula grant, issued annually, and passed through Dept. of Commerce for Community Development Block Grant Programs, for which Opportunity Council qualifies for this financial assistance. Whatcom County has been designated by the Dept. of Commerce as the grantee for the purpose of contracting with the Opportunity Council as a subrecipient for this grant award of $122,118.00.

This funding is intended to support new or increased levels of service to low- and moderate-income level homeowners and residents in Whatcom, Island and San Juan Counties for a one year period.

Whatcom County has executed a contract with the State Department of Commerce for this funding. Council’s authorization for this supplemental request will result in the execution of a Subrecipient Agreement with the Opportunity Council to implement the designated services noted herein.
Supplemental Budget Request

Non-Departmental

[Supplemental ID # 1879] Fund 1 Cost Center 4530 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2014 Add'l FTE Add'l Space Priority 1

Name of Request: Transfer to fund Phone System Replacement

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td></td>
<td>($323,809)</td>
</tr>
<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
<td></td>
<td>$323,809</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Transfer to fund the remaining amount needed for the phone system replacement project.

1b. Primary customers:
Employees and citizens

2. Problem to be solved:
The phone system replacement project cost is budgeted to be $2,223,809. $300,000 was available from increased Admin Cost Allocation revenues collected in 2013-2014, $300,000 was available from the AS Admin, HR, IT & Finance reserves in the AS fund, and $1.3 million was available from Unemployment Insurance reserves in the Administrative Services Fund. The remaining gap to be filled is $323,809 which is being requested from the General Fund fund balance.

3a. Options / Advantages:
We considered financing the project through interfund loans. However, the best option is to pay for the project sooner rather than later and make use of available fund balances reserves in the Admin Services Fund and fill the remaining gap from the General Fund.

3b. Cost savings:
none

4a. Outcomes:
The new phone system will be put in place and paid for immediately rather than drawing out repayment over a number of years and entering into complicated financing arrangements.

4b. Measures:
Funds will be transferred and used to pay for the new system as costs are incurred.

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
General Fund fund balance
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: May 19, 2014
SUBJECT: Supplemental Budget ID# 1861
Traffic Safety & Enforcement

The attached Supplemental Budget requests budget authority to use proceeds from sale of motorcycle to purchase tools and equipment in support of the Sheriff’s Office Traffic Safety & Enforcement Unit.

Background and Purpose
The Sheriff’s Office owned and sold a Traffic Unit (non-fleet) motorcycle at auction in May 2014. Proceeds of $2,657.61 from the sale were deposited on Treasurer’s Receipt #279417 May 9, 2014. The Sheriff’s Office requests authority to use these proceeds to purchase small tools and equipment for the Traffic Unit.

Funding Amount and Source
Proceeds of $2,658 from the sale of Traffic Unit motorcycle.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Supplemental Budget Request

**Sheriff Administration**

<table>
<thead>
<tr>
<th>Supp' ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1861</td>
<td>1</td>
<td>2930</td>
<td>Dawn Pierce</td>
</tr>
</tbody>
</table>

**Expenditure Type:** One-Time  
**Year:** 2014  
**Add'l FTE:** No  
**Add'l Space:** No  
**Priority:** 1

**Name of Request:** Traffic Safety & Enforcement

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

> X

**Date:** 5/19/14

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td>$2,658</td>
</tr>
<tr>
<td></td>
<td>8120</td>
<td>Other Fixed Assets</td>
<td>($2,658)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Request Total</td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. **Description of request:**

Proceeds from sale of Sheriff's Office Traffic Unit (non-fleet) motorcycle to be used for purchase of tools and equipment in support of the Traffic Safety & Enforcement Unit.

1b. **Primary customers:**

Sheriff's Office.

2. **Problem to be solved:**

Sheriff's Office requests budget authority to use revenue received from the sale of motorcycle for purchase of tools and equipment.

3a. **Options / Advantages:**

3b. **Cost savings:**

4a. **Outcomes:**

4b. **Measures:**

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

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

6. **Funding Source:**

Proceeds of $2,658.00 from the sale of motorcycle owned by the Sheriff's Office.

Monday, May 19, 2014

Rpt: Rpt Suppl Regular
TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: May 21, 2014
SUBJECT: Supplemental Budget ID# 1867
2014 Operation Stonegarden FFY2012


Background and Purpose
The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2012 funds of $725,000 to Whatcom County to enhance law enforcement’s preparedness and operational readiness along the international borders of the United States. Of this amount, the Sheriff’s Office allocation was $159,900. The Sheriff’s Office spent the original allocation in 2013 and has been given an additional allocation of $13,000 for 2014. The Sheriff’s Office anticipates using $11,300 for overtime wages & benefits and $1,700 for mileage.

Funding Amount and Source
The funding source for this request is an Operating Transfer In from Whatcom County Sheriff’s Office Division of Emergency Management in the amount of $13,000. Funds originate from Department of Homeland Security Operation Stonegarden Program FFY2012, Federal Grant Agreement #E13-232.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Supplemental Budget Request

Sheriff Operations

Status: Pending

Supp ID #: 1867  Fund: 1  Cost Center: 1003513003  Originator: Dawn Pierce

Expenditure Type: One-Time  Year: 2014  Add'l FTE  Add'l Space  Priority: 1

Name of Request: 2014 Operation Stonegarden FFY2012

Department Head Signature (Required on Hard Copy Submission)  Date: 5/21/14

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>6140</td>
<td>Overtime</td>
<td>$9,816</td>
<td></td>
</tr>
<tr>
<td>6210</td>
<td>Retirement</td>
<td>$513</td>
<td></td>
</tr>
<tr>
<td>6230</td>
<td>Social Security</td>
<td>$751</td>
<td></td>
</tr>
<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td>$220</td>
<td></td>
</tr>
<tr>
<td>6790</td>
<td>Travel-Other</td>
<td>$1,700</td>
<td></td>
</tr>
<tr>
<td>8301</td>
<td>Operating Transfer In</td>
<td>($13,000)</td>
<td></td>
</tr>
</tbody>
</table>

Request Total $0

1a. Description of request:
The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2012 funds of $725,000 to Whatcom County to enhance law enforcement's preparedness and operational readiness along the international borders of the United States. Of this amount, the Sheriff's Office allocation was $159,900. The Sheriff's Office spent the original allocation in 2013 and has been given an additional allocation of $13,000 for 2014.

1b. Primary customers:
Law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:
Expenditure authority is required for the additional allocation of OPSG funds.

3a. Options / Advantages:
OPSG funds are awarded specifically for projects that improve border security, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:
Cost savings of $13,000 to the Whatcom County Sheriff's Office.

4a. Outcomes:
Enhanced patrols will increase law enforcement presence in the border area helping to reduce criminal activity and improving border security.

4b. Measures:
Whatcom County Sheriff's Office will schedule patrols per contract specifications and timelines and will monitor outcomes using Daily Activity Logs.

5a. Other Departments/Agencies:
Whatcom County Sheriff's Office Division of Emergency Management administers the federal grant.

5b. Name the person in charge of implementation and what they are responsible for:
Undersheriff Jeff Parks will coordinate the project for the Sheriff's Office.

6. Funding Source:

Wednesday, May 21, 2014
### Supplemental Budget Request

<table>
<thead>
<tr>
<th>Sheriff</th>
<th>Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp'l ID #: 1867</td>
<td>Fund 1 Cost Center: 1003513003 Originator: Dawn Pierce</td>
</tr>
</tbody>
</table>

DATE: 4/21/14

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

FROM: Wendy Jones, Chief Corrections Deputy, for Sheriff Bill Elfo

RE: Supplemental Budget Request #1858 Bobcat repair

Please allow this memo to serve as a request for approval of the accompanying budget supplemental. This request will provide spending authority to utilized grant funds to repair an essential piece of equipment used to complete contracted work projects for the National Forest Service.

Our Forest Service Work Crew does a variety of projects for the National Forest Service as part of a grant contract. We have a Bobcat which is used frequently for some of the larger projects. It is need of repairs that can be done by our Work Crew Supervisors; however, we have insufficient spending authority to purchase the parts. All expenditures that support this grant are reimbursed; therefor the net cost to the County will be zero. There is a more than sufficient fund balance in this grant line item to cover the costs.

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

Status: Pending

Jail

Suppl ID # 1858  Fund 118  Cost Center 118143  Originator: Wendy Jones

Expenditure Type: One-Time  Year 1  2013  Add'l FTE  Add'l Space  Priority 1

Name of Request: Equipment repair, Bobcat

[Signature and date: 4/22/14]

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4332.1069</td>
<td>Federal Forest-Title II</td>
<td>($4,000)</td>
</tr>
<tr>
<td></td>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
<td>$4,000</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
This supplemental budget request is for additional spending authority for the funds to repair the Forest Service Work Crew Bobcat.

1b. Primary customers:
Citizens who use the Mt. Baker National Forest

2. Problem to be solved:
The Bobcat used as part of the Forest Service Work Crew projects needs repair. We have Crew Supervisors who are qualified and able to repair the Bobcat, but funding needs to be authorized to purchase the supplies. This amount will be reimbursed via the grant under which the crew operates.

3a. Options / Advantages:
1) Take the Bobcat to a dealer to have the work done. The cost would be roughly double what it will be if we simply purchase the supplies and do it ourselves.
2) Not repair the Bobcat: this would leave us unable to fulfill the terms of the grant contract.
3) Utilized the expertise of our civilian Crew Supervisors to repair the Bobcat. This is the most effective and efficient option.

3b. Cost savings:
Rough estimate of the savings is $3,500-$4,000.

4a. Outcomes:
The Bobcat will be repaired.

4b. Measures:
Lt. Erickson, who is the manager of the Jail Alternative Programs, will notify me when the work has been completed.

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:
The initial funding will be the Jail Sales Tax fund. The expenditures will be reimbursed as part of our contract with the National Forest Service. Net cost to the County will be zero.
Supplemental Budget Request

Non-Departmental

Supp'l ID # 1868  Fund 332  Cost Center 332255  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Trf to fund completion of EWRRC

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td></td>
<td>($46,468)</td>
</tr>
<tr>
<td>8351.334</td>
<td>Operating Transfer Out</td>
<td></td>
<td>$46,468</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. Description of request:
Transfer to fund East Whatcom Regional Resource Center (EWRRC) HVAC system repairs needed to achieve LEEDS certification and complete the EWRRC construction project. See related Supplemental ID #1865 EWRRC HVAC Repairs.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Rural Sales Tax Fund fund balance
## Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supp' ID #</strong> 1869</td>
<td><strong>Fund</strong> 507</td>
</tr>
<tr>
<td><strong>Cost Center</strong> 507161</td>
<td><strong>Originator:</strong> M Caldwell</td>
</tr>
</tbody>
</table>

**Expenditure Type:** One-Time  **Year:** 2  **2014**  **Add'l FTE:** □  **Add'l Space:** □  **Priority:** 1

**Name of Request:** Transfer to fund Phone System Project

<table>
<thead>
<tr>
<th>Department Head Signature (Required on Hard Copy Submission)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2880.1000</td>
<td>Retained Earnings</td>
<td>($1,800,000)</td>
</tr>
<tr>
<td>8351.351</td>
<td>Operating Transfer Out</td>
<td>$1,800,000</td>
</tr>
</tbody>
</table>

**Request Total:** $0

---

1a. **Description of request:**

Transfer funding to Telecommunications Systems Replacement Project Fund to fund phone system replacement project.

1b. **Primary customers:**

County employees and citizens

2. **Problem to be solved:**

This request will provide most of the funding needed to replace the current 22 year old phone system. The Administration has been collecting $150,000 per year in 2013 and 2014 through the Admin Cost Allocation to help support this project. $100,000 was previously transferred to establish the initial project fund budget and pay for the RFP consultant. The remaining $200,000 from the Admin Allocation plus $1,600,000 from the AS fund balance will be transferred. The sources for the Admin Services fund balance transfer are $1.3 million from accumulated Unemployment Insurance reserves and $300,000 from Admin, IT, HR & Finance division reserves.

3a. **Options / Advantages:**

Interfund loans from other funds was an option that was considered. The Administrative Services fund had excess reserves for Unemployment Compensation and in the portion of the fund balance accumulated from the Admin Cost Allocation. Phone System costs are usually charged out through the Admin Cost Allocation. Administrative Services fund is the appropriate source as the phone system is part of AS- Information Technology responsibilities.

3b. **Cost savings:**

None

4a. **Outcomes:**

The transfer of funds will be made upon adoption of the budget, the phone system project will start immediately.

4b. **Measures:**

The transfer will be completed and the phone system will be replaced.

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

N/A

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

---

6. **Funding Source:**

Administrative Services fund balance.

---

*Thursday, May 22, 2014*
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>06/03/14</td>
<td></td>
<td>06/17/14</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>06/06/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>06/03/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:
Setting a hearing to declare property surplus

### ATTACHMENTS:
Resolutions & list of property to be declared surplus

### SEPA review required? (  ) YES ( x ) NO
SEPA review completed? (  ) YES ( x ) NO

Should Clerk schedule a hearing? ( x ) YES (  ) NO
Requested Date: 4/19/14

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

The attached list of equipment has been determined to be surplus and available for disposal by public auction. The Council may find by resolution, following a public hearing that it is in the public interest to declare the property surplus and make said property available to sell by public auction.

### COMMITTEE ACTION:

### COUNCIL ACTION:

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
WHEREAS, the following described property listed in Exhibit “A”, hereby incorporated by reference, is now and has been the property of Whatcom County; and

WHEREAS, the County Purchasing Agent has determined that it is in the best interest of the County to sell such property;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of the sale of such property be held on _______________, 2014 or as soon thereafter as is possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Bellingham, Washington, for the purpose of admitting testimony for and against the propriety of selling such equipment; and

BE IT FURTHER RESOLVED that the Clerk of the County Council is directed to give notice of such hearing in the manner prescribed by law.

APPROVED this _____________ day of ____________, 2014

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

____________________
Carl Weimer, Council Chair

ATTEST:

____________________
Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

____________________
Civil Deputy Prosecuting Attorney
### Public Works - Equipment Services

<table>
<thead>
<tr>
<th>Unit</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Dept</th>
<th>Vin #</th>
<th>Est Miles / Hrs</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>045</td>
<td>1992</td>
<td>Dodge</td>
<td>Ram D150</td>
<td>PD&amp;S</td>
<td>1B7HE16Y3NS680754</td>
<td>134,169</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>101</td>
<td>1994</td>
<td>Chevrolet</td>
<td>S10 Ext Cab</td>
<td>ENGR</td>
<td>1GCCC1925R8293572</td>
<td>95,100</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>108</td>
<td>1998</td>
<td>Ford</td>
<td>F150 1/2T 4X2</td>
<td>ENGR</td>
<td>2FTRF1760WCA94887</td>
<td>96,500</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>117</td>
<td>1998</td>
<td>Ford</td>
<td>F150 1/2T 4X2</td>
<td>ENGR</td>
<td>2FTRF1764WCA94889</td>
<td>132,097</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>126</td>
<td>1995</td>
<td>Ford</td>
<td>Ranger S/C 4X4</td>
<td>FLOOD</td>
<td>1FTCR150U0SPA73044</td>
<td>91,500</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>132</td>
<td>2003</td>
<td>Chevrolet</td>
<td>Blazer 4X4</td>
<td>PDS</td>
<td>1GNOT13X13K172593</td>
<td>182,800</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>134</td>
<td>2004</td>
<td>Chevrolet</td>
<td>Express G350 Van</td>
<td>ENGR</td>
<td>1GCHG39U141119293</td>
<td>170,200</td>
<td>Already replaced</td>
</tr>
<tr>
<td>141</td>
<td>2002</td>
<td>Ford</td>
<td>F150 4X4</td>
<td>M&amp;O</td>
<td>1FRX14W14NC80324</td>
<td>156,000</td>
<td>Already replaced</td>
</tr>
<tr>
<td>147</td>
<td>2005</td>
<td>Ford</td>
<td>Freestar Van</td>
<td>ENGR</td>
<td>2FZAF46168BA58087</td>
<td>99,679</td>
<td>Tipped</td>
</tr>
<tr>
<td>160</td>
<td>2003</td>
<td>Chevrolet</td>
<td>Silverado 1/2T Ext Cab</td>
<td>M&amp;O</td>
<td>1GCEK19V63E310424</td>
<td>170,200</td>
<td>Already replaced</td>
</tr>
<tr>
<td>177</td>
<td>1995</td>
<td>Ford</td>
<td>F150 Sup Cab 4X2</td>
<td>M&amp;O</td>
<td>1FTEX15N7SKB94657</td>
<td>132,200</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>183</td>
<td>1991</td>
<td>Dodge</td>
<td>Ram 150 1/2T</td>
<td>M&amp;O</td>
<td>187GE16Y9MS343323</td>
<td>67,003</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>267</td>
<td>1996</td>
<td>Western Star</td>
<td>Dump Truck</td>
<td>M&amp;O</td>
<td>2WLPCCF6TK941637</td>
<td>320,493</td>
<td>Already replaced</td>
</tr>
<tr>
<td>268</td>
<td>1996</td>
<td>Western Star</td>
<td>Dump Truck</td>
<td>M&amp;O</td>
<td>2WLPCCF7TK941637</td>
<td>341,134</td>
<td>Already replaced</td>
</tr>
<tr>
<td>269</td>
<td>1994</td>
<td>Western Star</td>
<td>Dump Truck</td>
<td>M&amp;O</td>
<td>2WLNCCF8RK333345</td>
<td>284,350</td>
<td>Already replaced</td>
</tr>
<tr>
<td>324</td>
<td>2004</td>
<td>New Holland</td>
<td>TS115A Tractor</td>
<td>M&amp;O</td>
<td>ACP219099</td>
<td>6,986</td>
<td>Already replaced</td>
</tr>
<tr>
<td>332</td>
<td>2001</td>
<td>New Holland</td>
<td>TM115 Tractor (w/ 518 &amp; 526)</td>
<td>M&amp;O</td>
<td>176259B</td>
<td>8,610</td>
<td>Already replaced</td>
</tr>
<tr>
<td>333</td>
<td>2001</td>
<td>New Holland</td>
<td>TM115 Tractor (w/ 501)</td>
<td>M&amp;O</td>
<td>175041B</td>
<td>7,300</td>
<td>Already replaced</td>
</tr>
<tr>
<td>339</td>
<td>2003</td>
<td>New Holland</td>
<td>TS110 Tractor (w/ 539)</td>
<td>M&amp;O</td>
<td>201851B</td>
<td>8,787</td>
<td>Already replaced</td>
</tr>
<tr>
<td>340</td>
<td>2003</td>
<td>New Holland</td>
<td>TS110 Tractor (w/ 540)</td>
<td>M&amp;O</td>
<td>2023038</td>
<td>6,879</td>
<td>Already replaced</td>
</tr>
<tr>
<td>354</td>
<td>2004</td>
<td>Schwarze</td>
<td>Broom A7000/ Sweeper</td>
<td>M&amp;O</td>
<td>49HAADBV64DN17334</td>
<td>64,900</td>
<td>Already replaced</td>
</tr>
<tr>
<td>359</td>
<td>1993</td>
<td>Gradeall</td>
<td>G3WD 4X2</td>
<td>M&amp;O</td>
<td>0139317</td>
<td>4,778</td>
<td>Already replaced</td>
</tr>
<tr>
<td>414</td>
<td>1976</td>
<td>Ziehma</td>
<td>Tilt Top Trailer</td>
<td>M&amp;O</td>
<td>ZN29020</td>
<td>22,946</td>
<td>Already replaced</td>
</tr>
<tr>
<td>434</td>
<td>2001</td>
<td>Bandit</td>
<td>HD1890 Chipper</td>
<td>M&amp;O</td>
<td>1404</td>
<td>8,793</td>
<td>Already replaced</td>
</tr>
<tr>
<td>501</td>
<td>1995</td>
<td>Bomford</td>
<td>1300TF Mower (on #333)</td>
<td>M&amp;O</td>
<td>3459</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>518</td>
<td>1990</td>
<td>Tiger</td>
<td>Rotary Mid-Mount Mower (on #332)</td>
<td>M&amp;O</td>
<td>TF-1151</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>525</td>
<td>2000</td>
<td>Bomford</td>
<td>Rotary Mower</td>
<td>M&amp;O</td>
<td>1394L</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>539</td>
<td>2003</td>
<td>US Mower</td>
<td>Rotary Mid-Mount Mower (on #339)</td>
<td>M&amp;O</td>
<td>0100417</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>UNIT</td>
<td>YEAR</td>
<td>MAKE</td>
<td>MODEL</td>
<td>DEPT</td>
<td>VIN #</td>
<td>MILES/HRS</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>---------</td>
<td>---------------</td>
<td>------</td>
<td>--------------</td>
<td>-----------</td>
<td>----------------</td>
</tr>
<tr>
<td>540</td>
<td>2003</td>
<td>US Mower</td>
<td>Rotary Mid-Mount Mower (on #340)</td>
<td>M&amp;O</td>
<td>0100418</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>990</td>
<td>2004</td>
<td>BMW</td>
<td>R15CHP Motorcycle</td>
<td>SHRF</td>
<td>WB10499A84ZE95794</td>
<td>32,779</td>
<td>Already replaced</td>
</tr>
<tr>
<td>991</td>
<td>2004</td>
<td>BMW</td>
<td>R15CHP Motorcycle</td>
<td>SHRF</td>
<td>WB10499A84ZE95795</td>
<td>45,854</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6094</td>
<td>2000</td>
<td>Ford</td>
<td>Ranger 4X4 (gray)</td>
<td>EMER MGMT</td>
<td>1FTZR15X8YPA99825</td>
<td>117,171</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6138</td>
<td>2004</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAFP71W44X177181</td>
<td>109,312</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6139</td>
<td>2004</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAFP71W94X152289</td>
<td>116,500</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6111</td>
<td>2001</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAFP71W91X181352</td>
<td>103,300</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6146</td>
<td>2004</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAFP71W44X161756</td>
<td>111,111</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6152</td>
<td>2005</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71W95X148723</td>
<td>101,800</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6153</td>
<td>2005</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71W05X148724</td>
<td>119,800</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6155</td>
<td>2005</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71W65X148727</td>
<td>109,000</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6159</td>
<td>2005</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71W65X148730</td>
<td>114,600</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6160</td>
<td>2005</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71WX7X109562</td>
<td>115,500</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6161</td>
<td>2007</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71WX7X109562</td>
<td>115,000</td>
<td>Already replaced</td>
</tr>
<tr>
<td>6177</td>
<td>2007</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHRF</td>
<td>2FAHP71W07X153330</td>
<td>63,547</td>
<td>Totalled</td>
</tr>
<tr>
<td>8011</td>
<td>1990</td>
<td>Ford</td>
<td>F450 Crew Bus/Van</td>
<td>CORR</td>
<td>2FDLF47GSLCB32086</td>
<td>167,694</td>
<td>Already replaced</td>
</tr>
</tbody>
</table>

**DESCRIPTION**

- Miscellaneous broken and unusable tools, parts, and supplies
- Used & unsalvageable bridge decks
- Miscellaneous inventory items (culvert, timbers, etc.)
- Miscellaneous mower items

**GENERAL FUND – SURPLUS EQUIPMENT**

<table>
<thead>
<tr>
<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL / DESCRIPTION</th>
<th>DEPT</th>
<th>PROPERTY TAG #</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0822</td>
<td>2010</td>
<td>Honda</td>
<td>Push Mower</td>
<td>Parks</td>
<td></td>
<td>Already replaced</td>
</tr>
<tr>
<td>6902</td>
<td>1999</td>
<td>Honda</td>
<td>Push Mower</td>
<td>Parks</td>
<td></td>
<td>Already replaced</td>
</tr>
<tr>
<td>6903</td>
<td>2010</td>
<td>Honda</td>
<td>Push Mower</td>
<td>Parks</td>
<td></td>
<td>Already replaced</td>
</tr>
</tbody>
</table>

**DESCRIPTION**

- Miscellaneous worn or broken office equipment & furniture
- Miscellaneous worn or broken computer components
### TITLE OF DOCUMENT:

Construction Contract Award - Lower Canyon Creek Phase 2 Schedule B Restoration Project
Project No. 710013; Bid No. 14-31

### ATTACHMENTS:

1. Bid Award Memo
2. Bid Tabulation
3. Low Bid Proposal

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Award of a construction contract to Jansen Inc. for the Lower Canyon Creek Phase 2, Schedule B Restoration Project in the amount of $888,963.29 including all taxes.

### COMMITTEE ACTION:

### BOARD OF SUPERVISORS ACTION:
MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Public Works Director

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

RE: Lower Canyon Creek Phase 2 Schedule B Restoration, Project Bid #14-31

DATE: June 6th, 2014

Attached for your review and signature is a construction contract award package for the Lower Canyon Creek Phase 2 Schedule B Restoration Project. The package includes the Bid Award, Bid Tabulation, and Low Bid Proposal.

Requested Action
Public Works respectfully requests that the County Council, acting as the Flood Control Zone District Board of Supervisors (FCZD), authorize the County Executive to award the bid and execute a contract for the Lower Canyon Creek Phase 2 Schedule B Restoration Project to the low bidder, Jansen Inc., in the amount of $888,963.29 including all taxes.

Five (5) bid proposals for the project were received at the bid opening on Tuesday May 27, 2014.

Background and Purpose
This contract is the final phase of construction work to improve flood protection and fish habitat on the Lower Canyon Creek. In 2009 and 2013 the temporary levee that was built in 1994 after the 1989 and 1990 debris foods was removed and a new set back structure and fourteen engineered log jams (ELJ's) were constructed. The project was designed to improve flood protection for the Glacier Springs Development and the Mt Baker Highway, as well as salmon habitat. The construction of the ELJ's will restore salmon habitat.

Funding Amount and Source
The FCZD is awarded $2,023,420 in State funds for the construction of this project; which includes reimbursement for all of the costs of this project and a portion of last year's construction of Schedule A. Funding for this project is included in the 2014 FCDZ budget.
BID AWARD

PROJECT: LOWER CANYON CREEK PHASE 2 RESTORATION PROJECT

PROJECT NO. 710013

BID NO. 14-31

TO: JANSEN INC.

In the amount of their bid proposal of $888,963.29 including all taxes.

In accordance with W.C.C. 3.08.030, I concur with this bid award recommendation:

Brad Bennett, Finance Manager

Date

Approved as Recommended:

________________________________________________________
County Executive, acting for the Whatcom County Flood Control Zone District Board of Supervisors

Date of Council Action

Encl.
**Lower Canyon Creek Phase 2 Schedule B Restoration Project**  
**Project No. 710013**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item Price</th>
<th>Total Amount</th>
<th>Unit Price</th>
<th>Total Amount</th>
<th>Unit Price</th>
<th>Total Amount</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization</td>
<td>1 LS</td>
<td>LS</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
<td>LS $87,000.00</td>
<td>$87,000.00</td>
<td>LS $55,000.00</td>
<td>$55,000.00</td>
<td>LS $75,000.00</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Flagging and Spotting, Min. Bid $25/hr</td>
<td>75 HOUR</td>
<td>HOUR</td>
<td>$43.90</td>
<td>$3,294.75</td>
<td>LS $2,700.00</td>
<td>$2,700.00</td>
<td>LS $2,650.00</td>
<td>$2,650.00</td>
<td>LS $2,650.00</td>
<td>$2,650.00</td>
</tr>
<tr>
<td>3.</td>
<td>Other Traffic Control Labor, Min. Bid $25/hr</td>
<td>75 LS</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$35,341.00</td>
<td>LS $17,000.00</td>
<td>$17,000.00</td>
<td>LS $5,000.00</td>
<td>$5,000.00</td>
<td>LS $5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Project Traffic Control Labor</td>
<td>75 LS</td>
<td>LS</td>
<td>$12,000.00</td>
<td>$13,000.00</td>
<td>LS $29,350.00</td>
<td>$29,350.00</td>
<td>LS $6,800.00</td>
<td>$6,800.00</td>
<td>LS $43,500.00</td>
<td>$43,500.00</td>
</tr>
<tr>
<td>5.</td>
<td>Contractor Surveying</td>
<td>1 ACRE</td>
<td>ACRE</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>LS $6,560.00</td>
<td>$6,560.00</td>
<td>LS $13,735.00</td>
<td>$13,735.00</td>
<td>LS $25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Clearing and Grubbing</td>
<td>1 LF</td>
<td>LF</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>LS $4,000.00</td>
<td>$4,000.00</td>
<td>LS $61.15</td>
<td>$61.15</td>
<td>LS $150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>7.</td>
<td>Work Area Isolation</td>
<td>300 LF</td>
<td>LF</td>
<td>$300.00</td>
<td>$9,000.00</td>
<td>LS $350.00</td>
<td>$350.00</td>
<td>LS $1,900.00</td>
<td>$1,900.00</td>
<td>LS $1,900.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>8.</td>
<td>Spill Prevention, Control and Countermeasures Plan</td>
<td>1 LS</td>
<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>LS $1,000.00</td>
<td>$1,000.00</td>
<td>LS $1,000.00</td>
<td>$1,000.00</td>
<td>LS $1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>9.</td>
<td>Water Crossing - Temporary Bridge</td>
<td>2 EACH</td>
<td>EACH</td>
<td>$15,000.00</td>
<td>$30,000.00</td>
<td>LS $2,000.00</td>
<td>$2,000.00</td>
<td>LS $21,000.00</td>
<td>$21,000.00</td>
<td>LS $15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>10.</td>
<td>Shorting or Extra Excavation Class B</td>
<td>100 TON</td>
<td>TON</td>
<td>$60.00</td>
<td>$6,000.00</td>
<td>LS $600.00</td>
<td>$600.00</td>
<td>LS $1,175.00</td>
<td>$1,175.00</td>
<td>LS $1,175.00</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>11.</td>
<td>Heavy Load Spot (For ELJ Scour Apron)</td>
<td>6 EACH</td>
<td>EACH</td>
<td>$50,000.00</td>
<td>$300,000.00</td>
<td>LS $50,000.00</td>
<td>$50,000.00</td>
<td>LS $300,000.00</td>
<td>$300,000.00</td>
<td>LS $300,000.00</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>12.</td>
<td>Type 2 Engineered Log Jams (ELJ)</td>
<td>3 EACH</td>
<td>EACH</td>
<td>$45,000.00</td>
<td>$135,000.00</td>
<td>LS $69,000.00</td>
<td>$69,000.00</td>
<td>LS $189,000.00</td>
<td>$189,000.00</td>
<td>LS $20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>13.</td>
<td>Type 3 Engineered Log Jams (ELJ)</td>
<td>900 CY</td>
<td>CY</td>
<td>$40.00</td>
<td>$36,000.00</td>
<td>LS $44,100.00</td>
<td>$44,100.00</td>
<td>LS $27,700.00</td>
<td>$27,700.00</td>
<td>LS $1,175.00</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>14.</td>
<td>Topsoil Type A</td>
<td>275 CY</td>
<td>CY</td>
<td>$39.00</td>
<td>$8,250.00</td>
<td>LS $49,400.00</td>
<td>$49,400.00</td>
<td>LS $13,585.00</td>
<td>$13,585.00</td>
<td>LS $55.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>15.</td>
<td>Bark or Wood Chip Mulch-ELJ's</td>
<td>2 ACRE</td>
<td>ACRE</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
<td>LS $2,300.00</td>
<td>$2,300.00</td>
<td>LS $6,300.00</td>
<td>$6,300.00</td>
<td>LS $6,300.00</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>16.</td>
<td>Mulching</td>
<td>500 SY</td>
<td>SY</td>
<td>$15.00</td>
<td>$7,500.00</td>
<td>LS $12,000.00</td>
<td>$12,000.00</td>
<td>LS $21,775.00</td>
<td>$21,775.00</td>
<td>LS $21,775.00</td>
<td>$21,775.00</td>
</tr>
<tr>
<td>17.</td>
<td>Stabilized Construction Entrance</td>
<td>100 HOUR</td>
<td>HOUR</td>
<td>$50.00</td>
<td>$5,000.00</td>
<td>LS $100.00</td>
<td>$100.00</td>
<td>LS $25.00</td>
<td>$25.00</td>
<td>LS $25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>18.</td>
<td>Street Cleaning</td>
<td>25 DAY</td>
<td>DAY</td>
<td>$150.00</td>
<td>$3,750.00</td>
<td>LS $2,500.00</td>
<td>$2,500.00</td>
<td>LS $5,000.00</td>
<td>$5,000.00</td>
<td>LS $5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>19.</td>
<td>Environmental Compliance Lead</td>
<td>25 DOL</td>
<td>DOL</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>LS $50,000.00</td>
<td>$50,000.00</td>
<td>LS $50,000.00</td>
<td>$50,000.00</td>
<td>LS $50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>20.</td>
<td>Misc. Force Account Amount</td>
<td>500 DOL</td>
<td>DOL</td>
<td>$0.00</td>
<td>$0.00</td>
<td>LS $0.00</td>
<td>$0.00</td>
<td>LS $0.00</td>
<td>$0.00</td>
<td>LS $0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SUB-TOTAL**  
$378,759.75

**STATE SALES TAX@8.9%**  
$62,794.58

**TOTAL BID AMOUNT**  
$441,554.33

**BOLD DENOTES LOW BID PROPOSAL**

**STATE OF WASHINGTON**  
**COUNTY OF WHATCOM**  
On this day personally appeared before me, Paula J. Cooper, P.E., to me known to be the individual described in and who executed the within and foregoing instrument  
this **21** day of **May** 2014

Paula J. Cooper, P.E.  
Whatcom County River and Flood Manager

[Signature]

NOTARY PUBLIC  
Residing at

[Signature]

My commission expires: **21** July 2017

41
BID PROPOSAL FORM

LOWER CANYON CREEK
PHASE 2 SCHEDULE B
RESTORATION PROJECT

PROJECT NO. 710013

BID NO. 14-31

DATE May 27, 2014

TO: Whatcom County Flood Control Zone District Board of Supervisors
Whatcom County Courthouse
311 Grand Avenue
Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "Lower Canyon Creek - Phase 2 Schedule B, Restoration Project, Project No. 710013" Whatcom County, Washington, including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," "Construction Plans," and "Appendices," governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum, force account and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes (except state sales tax) not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>UNIT MEASURE</th>
<th>ITEM DESCRIPTION</th>
<th>APPROX. QUANTITY</th>
<th>UNIT PRICE IN FIGURES</th>
<th>EXTENDED PRICE IN FIGURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LUMP SUM</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$87,000.00</td>
</tr>
<tr>
<td>2</td>
<td>HOUR</td>
<td>FLAGGERS AND SPOTTERS, MIN BID $35.34/HR</td>
<td>500</td>
<td>$36.00/HR</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>3</td>
<td>HOUR</td>
<td>OTHER TRAFFIC CONTROL LABOR, MIN BID $35.34/HR</td>
<td>75</td>
<td>$36.00/HR</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>4</td>
<td>LUMP SUM</td>
<td>PROJECT TEMPORARY TRAFFIC CONTROL</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>5</td>
<td>LUMP SUM</td>
<td>CONTRACTOR SURVEYING</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$28,350.00</td>
</tr>
<tr>
<td>6</td>
<td>ACRE</td>
<td>CLEARING AND GRUBBING</td>
<td>1</td>
<td>$6,560.00/ACRE</td>
<td>$6,560.00</td>
</tr>
<tr>
<td>7</td>
<td>LINEAR FEET</td>
<td>WORK AREA ISOLATION</td>
<td>300</td>
<td>$8.80/lf</td>
<td>$24,400.00</td>
</tr>
<tr>
<td>8</td>
<td>LUMP SUM</td>
<td>SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>9</td>
<td>EACH</td>
<td>WATER CROSSING - TEMPORARY BRIDGE</td>
<td>2</td>
<td>$9,200.00/EA</td>
<td>$18,400.00</td>
</tr>
<tr>
<td>10</td>
<td>LUMP SUM</td>
<td>SHORING OR EXTRA EXCAVATION CLASS B</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$500.00</td>
</tr>
<tr>
<td>11</td>
<td>TON</td>
<td>HEAVY LOOSE RIPRAP (For ELJ Scour Apron)</td>
<td>600</td>
<td>$45.00/TON</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>12</td>
<td>EACH</td>
<td>TYPE 2 ENGINEERED LOG JAMS (ELJ)</td>
<td>6</td>
<td>$304.80/EA</td>
<td>$1,828.80</td>
</tr>
<tr>
<td>13</td>
<td>EACH</td>
<td>TYPE 3 ENGINEERED LOG JAMS (ELJ)</td>
<td>3</td>
<td>$152.40/EA</td>
<td>$457.20</td>
</tr>
<tr>
<td>14</td>
<td>CUBIC YARD</td>
<td>TOPSOIL, TYPE A</td>
<td>900</td>
<td>$41.40/CY</td>
<td>$41,400.00</td>
</tr>
<tr>
<td>15</td>
<td>CUBIC YARD</td>
<td>BARK OR WOOD CHIP MULCH-ELJ's</td>
<td>275</td>
<td>$69.00/CY</td>
<td>$18,975.00</td>
</tr>
<tr>
<td>16</td>
<td>ACRE</td>
<td>MULCHING</td>
<td>2</td>
<td>$4,536.00/ACRE</td>
<td>$4,536.00</td>
</tr>
<tr>
<td>17</td>
<td>SQUARE YARD</td>
<td>STABILIZED CONSTRUCTION ENTRANCE</td>
<td>500</td>
<td>$12.00/SY</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>UNIT MEASURE</td>
<td>ITEM DESCRIPTION</td>
<td>APPROX. QUANTITY</td>
<td>UNIT PRICE IN FIGURES</td>
<td>EXTENDED PRICE IN FIGURES</td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td>---------------------------------</td>
<td>------------------</td>
<td>-----------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>16</td>
<td>HOUR</td>
<td>STREET CLEANING</td>
<td>100</td>
<td>$49.00 per HR</td>
<td>$4,900.00</td>
</tr>
<tr>
<td>19</td>
<td>DAY</td>
<td>ENVIROMENTAL COMPLIANCE LEAD</td>
<td>25</td>
<td>$100 per DAY</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>20</td>
<td>DOLLAR</td>
<td>MISC. FORCE ACCOUNT WORK</td>
<td>EST.</td>
<td>$1.00 per DAY</td>
<td>$50,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUBTOTAL BID AMOUNT (Bid Items 1-20)</td>
<td></td>
<td></td>
<td>$819,321.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>STATE SALES TAX@8.5%</td>
<td></td>
<td></td>
<td>$69,443.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL BID AMOUNT (Bid Items 1-20 plus sales tax)</td>
<td></td>
<td></td>
<td>$888,764.29</td>
</tr>
</tbody>
</table>
NON-COLLUSION DECLARATION

LOWER CANYON CREEK
PHASE 2 SCHEDULE B
RESTORATION PROJECT

PROJECT NO. 710013

BID NO. 14-31

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: Jansen Inc.
Address: 2110 Buchanan Loop, Suite 1
Ferndale, WA 98248
Telephone: (360) 384-4720
Contractor's WA Registration Number: JANSEI*088BA
Contractor's WA UBI Number: 600 039 614
Contractor's WA Employment Security Department Number: 338060 002
Contractor's WA Excise Tax Registration Number: 600 039 614

The Firm submitting this proposal is a:  
___ Sole Proprietorship
___ Partnership
___ Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

President/Director: Grant Jansen
Chairman of the Board: Albert Jansen
Co Vice President/Secretary/Treasurer/Director: Heather Radke
Co Vice President/Director: Cameron Travers

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

Bid Proposal Deposit Options:

- [ ] CASHIER'S CHECK □ DOLLARS ($) PAYABLE TO WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
- [ ] CERTIFIED CHECK □ DOLLARS ($) PAYABLE TO WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
- [ ] PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) , & __

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _______________________

Grant Jansen, President (Seal)

FIRM NAME: Jansen Inc.___________

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.
On this 27th day of May , 2014, before me personally appeared Grant Jansen to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof

Heather M. Radke
NOTARY PUBLIC, in and for the State of Washington, residing at: Ferndale My Commission Expires: 6/18/14

NOTARY PUBLIC, STATE OF WASHINGTON HEATHER M. RADKE My Appointment Expires JUN 2, 2014

This proposal form is not transferable and any alteration of the firm’s name entered hereon without prior permission from Whatcom County Flood Control Zone District will be cause for considering the proposal irregular and for subsequent rejection of the bid.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Jansen, Inc. (principal) of Ferndale, Washington, and the Assurance Company (surety) of Darwin National Assurance Company, as principal, and the Assurance Company as Surety, are held and firmly bound unto Whatcom County Flood Control Zone District a quasi-municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

*Connecticut

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for Lower Canyon Creek - Phase 2 Schedule B, Restoration Project, Project No. 710013 bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this 27th day of May, 2014.

Jansen, Inc.

Principal

By

(Seal)

Darwin National Assurance Company

Surety

By Christopher Kinyon

Attorney-In-Fact

The Attorney-in-fact who executes this bond on behalf of the surety company, must attach a copy of his power-of attorney as evidence of his authority.
KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s): Christopher Kinyon

Peggy Firth

Julie Truitt

Jennifer Snyder

FIRM: Bratrud Middleton Insurance Brokers, Inc. dba Propel Insurance

OFFICE LOCATION: 1201 Pacific Avenue, Suite 100, Tacoma, WA 98402

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 15th day of May, 2014

State of Pennsylvania
County of Philadelphia

On this 15th day of May, 2014, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Attorney-in-Fact with which such facsimile signatures or facsimile seal are affixed to any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, when affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed.*

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions be in full force and effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.*"

1, TIMOTHY J. CURRY, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 27th day of May, 2014.

Secretary:

SUR 00007 00 (11/2012)
**TITLE OF DOCUMENT:**

Agreement between Whatcom County and Pioneer Human Services

**ATTACHMENTS:**
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Agreement

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

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

This is a contract for the operation of the Whatcom County Behavioral Health Triage Center. The contractor shall provide facility operations and social detoxification services for people with chronic substance dependence in Whatcom Community Detox (WCD); a part of the Triage Center devoted to acute substance use disorder related services. Whatcom Community Detox provides 8 beds for social detoxification services which operate 24 hours per day, seven (7) days per week for 365 days per year. In 2013, there were 694 admissions to WCD. Additionally, this contract funds the provision of Substance Abuse Protective Custody and Involuntary Commitment Services. The purpose of this amendment is to restructure contractor compensation to comply with Medicaid requirements and to increase compensation to cover the cost of providing the services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
Enclosed are two (2) originals of a contract amendment between Whatcom County and Pioneer Human Services for your review and signature.

**Background and Purpose**
This is a contract for the operation of the Whatcom County Behavioral Health Triage Center. The contractor provides facility operations and social detoxification services for people with chronic substance use dependence in Whatcom Community Detox (WCD), a part of the Triage Center devoted to acute substance use disorder related services. Whatcom Community Detox (WCD) provides 8 beds for social detoxification services which operate 24 hours per day, seven (7) days per week for 365 days per year. In 2013, there were 694 admissions to WCD. Additionally, this contract funds the provision of Substance Abuse Protective Custody and Involuntary Commitment Services. The purpose of this amendment is to restructure contractor compensation to comply with Medicaid requirements and to increase compensation to cover the cost of providing the services.

**Funding Amount and Source**
The source of funding for this amendment in an amount not to exceed $545,140, is from the State Department of Social and Health Services, Division of Behavioral Health and Recovery, the Chemical Dependency/Mental Health Program Fund, City Funds, and the 2% Liquor Tax Fund. Council approval is required because this amendment increases the contract budget by more than 10%.

Please contact Jackie Mitchell at extension 32017 if you have any questions regarding this amendment.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Health Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jackie Mitchell</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Pioneer Human Services</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  
Yes _ **No** _  
*If not, is this an Amendment or Renewal to an Existing Contract?*  
Yes _ **No** _  
If yes, previous number(s): _201107008-1_

**Is this a grant agreement?**  
Yes _ **No** _  
*If yes, grantor agency contract number(s)* _

**CFDA number**  _93.959_

**Is this contract grant funded?**  
Yes _ **No** _  
*If yes, associated Whatcom County grant contract number(s)* _

**Is this contract the result of a RFP or Bid process?**  
*Contract*  
Yes _ **No** _  
*If yes, RFP and Bid number(s)* _RFP 11-15_  
*Cost Center: _675300_*

**Is this contract excluded from E-Verify?**  
**No** _  
*Yes* _

**If no, include Attachment D Contractor Declaration Form**  
*If yes, indicate qualified exclusion(s) below:*  
___ Contract less than $100,000.  
**X** Professional services agreement for certified/licensed professional  
____ Work is for less than 120 days  
___ Interlocal Agreement (between Govt.)  
___ Public Works Dept. - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of orig contract amt and any prior amendments)  
Original contract was a fee agreement by authorization. This amendment establishes a not-to-exceed amount for the last year of contract. This Amendment Amount:  
$545,140  
If a Professional Services Agreement is more than $15,000 or a Bid is more than $35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than $10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.

**Scope of Services:**  
*Insert language from contract (Exhibit A) or summarize; expand space as necessary*

This is a contract for the services and operation of the Whatcom County Behavioral Health Triage Center facility. The contractor provides operations, Social Detoxification, Substance Abuse Protective Custody, and Involuntary Commitment for people with chronic substance dependence. These services are a vital part of the community’s planned vision of a single point of access of crisis services for people with behavioral health problems.

**Term of Contract:**  One Year  
**Expiration Date:** 6/30/15

**Contract Routing Steps & Signoff:**  
[sign or initial][indicate date transmitted]  
1. Prepared by: _pj_  
2. Attorney reviewed: _mdc_  
3. AS Finance reviewed: _mdc_  
4. IT reviewed if IT related: _mdc_  
5. Corrections made: _mdc_  
6. Attorney signoff: _mdc_  
7. Contractor signed: _mdc_  
8. Submitted to Exec Office: _mdc_  
9. Council approved (if necessary): _mdc_  
10. Executive signed: _mdc_  
11. Contractor Original Returned to dept: _mdc_  
12. County Original to Council: _mdc_  

Date 4/16/14 [electronic]  
Date 6/4/14 [electronic]  
Date 5/8/14 [electronic]  
Date [electronic] hard copy printed  
Date 6/4/14  
Date 5/23/14 [summary via electronic; hardcopies]  
Date 6/5/14
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 201107008

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

AND CONTRACTOR: Pioneer Human Services
7440 West Marginal Way S.
Seattle, WA 98108

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A, to clarify the Scope of Work and define the services reimbursed by Medicaid as distinct from those enhanced services that are reimbursed with other State and local funds. An Amended Exhibit A is attached.

2. Amend Exhibit B, to clarify contractor compensation to be consistent with Medicaid requirements and add funding for inpatient substance abuse treatment. An Amended Exhibit B is attached.

3. The effective date of the amendment is July 1, 2014.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT.

Signature is required below.

__________________________
Anne Deacon, Human Services Manager

DEPARTMENT HEAD APPROVAL:

__________________________
Regina A. Delahunt, WCHD Director

APPROVAL AS TO FORM:

__________________________
Royce Buckingham, Civil Deputy Prosecutor

FOR THE CONTRACTOR:

__________________________
Signature

__________________________
Print Name and Title

__________________________
Date

STATE OF WASHINGTON)

COUNTY OF WHATCOM

On this __________ day of ________ , 2014, before me personally appeared _________________________ and who acknowledged to me the act of signing and sealing thereof.

__________________________
NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires:

FOR WHATCOM COUNTY:

__________________________
Jack Louws
County Executive

STATE OF WASHINGTON)

COUNTY OF WHATCOM

On this __________ day of ________ , 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who acknowledged to me the act of signing and sealing thereof.

__________________________
NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires:
EXHIBIT "A" - Amendment #2
SCOPE OF WORK

I. Background

The Whatcom County Behavioral Health Triage Center ("Triage Center") services are the result of a shared vision by the Hospital, law enforcement, mental health providers, chemical dependency providers, jail officials and the County Health Department. The facility represents a single point of access for crisis services for people with mental health and substance abuse issues who are experiencing an immediate crisis. Pioneer Human Services (PHS) has been providing Triage Center operations and detoxification services in Whatcom County since 2005 and was the sole respondent to RFP 11-15. The lease governing the use of the County owned Triage Center located at 2030 Division Street, Bellingham, WA is covered in a separate contract with PHS as the lessee. PHS staff act as the lead for collaboration between WCD and the agency providing mental health services at the Triage Center.

The portion of the Triage Center that provides substance abuse services is known as Whatcom Community Detox (WCD). WCD provides between 600-700 admissions per year for people in our community who need detoxification services. In addition to services provided at WCD, PHS shall provide services at the hospital to people who are intoxicated and a danger to themselves or someone else and who require monitoring for up to 8 hours.

A key objective of Whatcom Community Detox is to engage patients in substance abuse treatment services subsequent to detoxification.

II. Statement of Work

Services must be in accordance and compliance with RCWs, WACs, County service requirements, and the "Whatcom County Substance Abuse Treatment Implementation Guide" (WCIG).

A. Contractor Qualifications

The Contractor shall meet and maintain the following qualifications throughout the life of this agreement:

1. Be formed as a legal organization in accordance with WAC 388-877, RCW 70.96A, WAC 247, and WAC 246-337 to provide the requested services and possess a current business license.

2. Be certified by the State of Washington (DBHR) to provide detoxification services.

3. Staff social detoxification services in accordance with WAC 388-877.

4. Be legally capable to provide Substance Abuse Protective Custody (SAPC) and Involuntary Commitment Services (ICS) for adults according to WAC 70.96A 120 and 140.

B. Service Specifications for Basic Sub-Acute Detoxification Services

1. Social Detox Services:

The Contractor will provide eight (8) beds per day for sub-acute social detoxification services 24 hours per day, 365 days per year, continuously throughout the contract term. Social detox services are to be provided to intoxicated persons who are withdrawing from alcohol or other substances and who come voluntarily to Whatcom Community Detox. (Pursuant to WAC 388-877B)

The contractor must make rapid decisions about acuity and transitioning people to services within the community. The Contractor shall fully utilize the American Society of Addiction Medicine Criteria (ASAM
PPC or its successor) and adapt recommendations to the client’s needs and community service needs. The Contractor shall ensure the fully trained staff is qualified to make placement decisions.

(2). Food Services:

The Contractor is responsible for ensuring that meal services are provided in accordance with State requirements.

C. Service Specifications for Enhanced Services

(1). Triage Center Operations:

a) The contractor will manage and operate the Triage Center 24 hours per day for 365 days per year. The Contractor shall be responsible for managing the day-to-day facility issues of the Triage Center and shall be the lead agency scheduling meetings and working with the mental health provider to coordinate services.

b) Mental health services are also available in the Triage Center. The Contractor shall develop a Memorandum of Understanding (MOU) with the agency providing crisis mental health services at the Triage Center. The MOU shall describe how issues related to the coordination of substance abuse and mental health treatment services within the Triage Center will be handled and shall include an agreement to hold regular (weekly or biweekly) meetings to discuss ongoing admission criteria and transfer of clients. The MOU shall be updated within 12 months of the signature date of the contract and every 12 months, or as needed, thereafter. A copy of each MOU shall be provided to the County.

c) The Contractor is responsible for providing all telephone equipment and dial tone services from the local telephone company. The County is not responsible for supplying data network equipment.

d) Contractor shall provide space in the Triage Center to local community providers and self-help groups to assist detox clients with discharge planning, service coordination, case management, and housing.

(2) Assessment and Engagement Services:

a) The Contractor shall assess patients’ involvement with alcohol and other drugs. Assessments must be conducted by a Chemical Dependency Professional (CDP) or Chemical Dependency Professional Trainee (CDPT) and must conform to WAC 388-877 and 388-877B.

b) The Contractor will work to engage clients in substance abuse treatment. The contractor will assist individuals to access treatment and to overcome barriers to treatment. The contractor will assist clients to plan for areas of need such as childcare and transportation. The contractor will coordinate substance abuse and mental health treatment services for people with co-occurring mental health treatment needs.

c) The Contractor will assist clients with Medicaid enrollment through the use of the Healthplanfinder website, an In-person Assister, or other available methods.

D. Substance Abuse Protective Custody (SAPC) Services

a) The Contractor shall provide SAPC services pursuant RCW 70.96.120 for persons who appear to be incapacitated or gravely disabled by alcohol or other drugs, or who present a danger to themselves or others.
b) The Contractor will provide SAPC services at PeaceHealth Hospital. The Contractor shall develop a MOU with PeaceHealth Hospital. The MOU shall identify the roles and responsibilities of Pioneer Human Services and PeaceHealth staff in the provision of SAPC services. The MOU will detail the agreed upon SAPC services and procedures to be followed by both agencies. The MOU shall be updated within 12 months of the signature date of the contract and every 12 months, or as needed, thereafter. A copy of the MOU shall be provided to the County.

c) The contractor shall encourage persons under protective custody to transfer to receive detoxification services at the conclusion of the SAPC 8-hour hold.

E. Involuntary Commitment Services (ICS)

a) The Contractor shall provide services that identify and evaluate alcohol and other drug involved individuals requiring involuntary commitment services in accordance with RCW 70.96A.140. Services include case findings, investigation activities, assessment activities, and legal proceedings associated with patients who require commitment to an involuntary treatment facility for up to 60 days.

b) The Contractor will provide Involuntary Commitment Services to those persons meeting RCW 70.96A.140 commitment criteria. Some individuals qualifying for this service may be referred by other community service agencies.

F. Expanded Access to Inpatient Treatment

This project is designed to expand access to inpatient treatment for detox clients who have a charge filed against them by a prosecuting attorney in the State of Washington. Criminal Justice Treatment Account Innovative Project (CJTAI) funding will be utilized and is intended to provide additional capacity to treat detox patients who require inpatient treatment.

a) The contractor will conduct assessments as indicated in item C(2)a) above. Once an assessment on a client is completed, if the client meets criteria for 30-45 days of inpatient services and is CJTAI eligible according to a) above, the Contractor may arrange and pay for inpatient services at Pioneer Center North. The client must have no insurance and must have gross monthly household income that does not exceed 220% of the Federal Poverty Guidelines. The County will reimburse the Contractor for inpatient treatment for up to 353 bed days during the contract period.

G. Transportation Services

Transportation costs shall be prioritized for intoxicated people entering detox. The Contractor shall arrange for transportation from home, the street, or other locations as needed. The Contractor shall provide transportation from detox to the hospital, except in the case of emergency service transportation. Funds from this contract can be billed if there are no other funds available. The Contractor will arrange for transportation to and from the Whatcom County Behavioral Health Triage Center for individuals who:

a) are excluded from bus service because of their intoxication,

b) do not have transportation assistance from others, and/or

c) are at a location that prevents them from accessing transportation.
The contractor will provide for the transportation of prescription medications from the pharmacy to WCD. The contractor shall ensure that no other alternative is available to get medications to patients at the facility.

III. Program Outcomes

Two performance measures have been selected to measure the degree to which the services provided by WCD are meeting the program's goals. Performance goals have been set to help focus contract activities that are likely to result in improved performance.

1. Detox completions – In 2013, 71% of patients successfully completed detox. Clients were discharged after staying in detoxification for the recommended period of time.
   **Performance Goal**: Increase the percentage of people who successfully complete detox from 71% in 2013 by 2% each year.

2. Treatment Admissions – In 2013, 21.9% of patients who were discharged from detox entered substance abuse treatment within 14 days.
   **Performance Goal**: Increase treatment admissions within 14 days by 2% percentage points every quarter (3 months) or a total of 8% percentage points by the end of the contract period.

If contract reports (see section V Reporting Requirements below) indicate that performance is not meeting the above outcomes, contractor will provide a report describing the cause and a corrective action plan and implementation timeline to improve contract performance.

IV. Additional Requirements

A. Meetings and Oversight - The Contractor agrees to attend meetings as described in the WCIG, Chapter 1, section XVII Collaboration with Other Systems, Section (B) (page 19).

B. Confidentiality - The Contractor shall maintain all client information and client records in a confidential manner. Information is protected by Federal and State privacy regulations. Confidentiality is described in the WCIG, Chapter 1.

C. San Juan County Clients - The Contractor shall accept patients from San Juan County when beds are available. The Contractor shall also arrange reasonable transportation to return residents to San Juan County.

D. Professional Development / Training – Contractor will provide training to supervisory staff on program evaluation, performance measurement, and data collection with the goal of developing additional program measures for the Triage Program. Specific training shall require prior approval by the County in writing.

V. Reporting Requirements

The Contractor shall be required to submit cumulative monthly reports with an annual summary of data in a County approved format. (Data should be consistent with data in TARGET and Scope reports).

The Contractor report shall include the following client service data:
   a. Number of unduplicated people
   b. Admitted
   c. Drug of choice
d. Discharged (completed or with permission)
e. Dropping out (against program advice)
f. Assessed for chemical dependency treatment
g. Admitted for chemical dependency treatment
h. Discharged to other with program agreement (i.e. appropriate support group).
i. Number of duplicated people served.
j. Detox completions % for the month and for the last 12 months.
k. Treatment admissions within 14 days of discharge % for the last 12 months.
l. Other data as negotiated between the County and the Contractor.

The Contractor may be required to work with the County and/or the state to develop Performance-Based Outcomes. Additionally, the Contractor will provide outcome measures in an approved format.

VI. Special Terms and Conditions

Contractor will comply with the standards as set out in the WCIG with the following exceptions:

(1). Chapter 2, Outpatient Services, Section I Client Eligibility, Section (E). Fee Requirements – Low Income Clients (page 25). The Contractor shall not be required to review patient income as a criterion of admission to detoxification. However, the Contractor shall assist all clients with enrollment of healthcare coverage. In addition, the Contractor shall screen each client for Medicaid, determine eligibility, and bill the Healthcare Authority through Provider One, or its successor, for each client who qualifies. The Contractor may not bill the County for insured clients. The Contractor accepts all client admissions from Whatcom and San Juan Counties based on acuity of need and capacity, as long as all other eligibility requirements are met.

(2). Chapter 1, Section XIV, Other Requirements, Section (F) Prohibition of Residency Requirement.
I. Budget and Source of Funding: The source of funding for this contract is the State Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR), and local funds. The Contractor shall bill Medicaid and private insurance or other funding for eligible services. State and County funds are payer of last resort. Contractor compliance with this requirement will be reviewed at each on-site monitoring visit. County also reserves the right to request additional invoice documentation to substantiate payment eligibility.

II. Contract Budget 7/1/14 to 6/30/15

The budget for this cost-reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Rate</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Sub-Acute Detox Services</td>
<td>$120/bed day</td>
<td>TARGET Report Detox Performance (Whatcom &amp; San Juan)</td>
<td>$ 326,040</td>
</tr>
<tr>
<td>Enhanced Services Bed Day</td>
<td>$18.74/bed day</td>
<td>TARGET Support Activity Services Report</td>
<td>$ 60,287</td>
</tr>
<tr>
<td>Substance Abuse Protective Custody Services</td>
<td>$ 31.00/hr</td>
<td>General Ledger Detail</td>
<td>$ 80,825</td>
</tr>
<tr>
<td>Involuntary Commitment Services</td>
<td></td>
<td>TARGET Support Activity Services Report</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>Inpatient Treatment Services</td>
<td>$113.28/day</td>
<td>TARGET Residential Performance Report</td>
<td>$ 39,988</td>
</tr>
<tr>
<td>Transportation Services / Mileage</td>
<td></td>
<td>For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current GSA rate. Receipts required for 3rd party ground transportation.</td>
<td>$ 18,000</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td>$ 545,140</td>
</tr>
</tbody>
</table>

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The County will provide the Contractor with an invoice format required with each invoice to assist the Contractor in tabulating and assigning services provided and reporting program income. Monthly invoices must be submitted by the 10th calendar day of each month following the month of services.

2. The Contractor shall submit invoices to (include contract #):

   Attention: Business Office
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>DMP</td>
<td>05/08/14</td>
<td></td>
<td>6/17/14</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>5/9/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>6/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>6/13/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>6/19/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Meridian School District – Whatcom County Sheriff’s Office Sub-Station Lease

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(X) No</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>(X) No</td>
</tr>
</tbody>
</table>

Should Clerk schedule a hearing? 

| ( ) Yes | (X) No |

Requested Date:

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

Five (5) year lease agreement with Meridian School District for Sheriff’s Office sub-station located at 194 W. Laurel Road, Bellingham, WA.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: May 8, 2014
SUBJECT: Meridian School District – Whatcom County Sheriff's Office Sub-Station Lease Agreement

Enclosed for your review and signature are two (2) original agreements between Meridian School District and Whatcom County Sheriff's Office for sub-station lease.

Background and Purpose
This five (5) year agreement with Meridian School District is to lease a double portable building located at 194 W. Laurel Road, Bellingham, WA for Sheriff's Office sub-station.

Funding Amount and Source
Funding for this lease agreement will come from existing Sheriff's Office budget.

Differences from Previous Contract
N/A

Please contact Undersheriff Parks at 50418 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

enclosure
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Sheriff's Office  
**Contract or Grant Administrator:** Jeff Parks, Undersheriff  
**Contractor's / Agency Name:** Meridian School District

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Is there a grant agreement?</td>
<td>Yes</td>
<td>No</td>
<td>CFDA # 3.08.100</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes</td>
<td>No</td>
<td>Cost Center:</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract less than $100,000.
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Govt's)
- Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:**

- **$46,170.00**
- **Total Amended Amount:** $46,170.00

**Summary of Scope:**

- Five (5) year lease agreement with Meridian School District for Sheriff's Office sub-station located at 194 W. Laurel Road, Bellingham, WA. Contract amount includes rent and utilities for the sub-station.

**Term of Contract:** 07/01/14  
**Expiration Date:** 06/30/19

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by: DMP</td>
<td></td>
<td>Date: 05/08/14</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td></td>
<td>Date: 06/23/14</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td>Date: 06/23/14</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td>Date: 06/23/14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date: 06/24/14</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
Meridian School District – Whatcom County Sheriff’s Office
Sub-Station Lease

THIS SUB-STATION LEASE ("Lease") is entered into this (insert date) between
Meridian School District ("Lessor") and WHATCOM COUNTY for the WHATCOM COUNTY
SHERIFF’S OFFICE ("Lessee").

WHEREAS, pursuant to RCW 28A.335.040 and Lessor's Policy 6112 Lessor’s board of
directors may permit the rental, lease or occasional use of real property;

WHEREAS, Lessee is a government agency responsible for public safety;

WHEREAS, Lessee desires to lease a double portable building located on the school
premises at 194 W. Laurel Rd, Bellingham, WA 98226 (Meridian High School) which is identified
as "exist. portable" in attachment A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements
hereinafter set forth the parties agree as follows:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee:

   1.1 Building Description. The exclusive use of the double portable building on the
   premises as described above.

   1.2 Security. Lessee shall have secure access to the building with County-provided
   locks and key systems in order to meet security requirements for State/Federal data information
   systems and equipment (CJIS). This will be provided by the Lessee.

   1.3 Parking. The Lessor shall provide a delineated area described in section 4.1 for the
   parking of Sheriff's Office and visitors vehicles.

2. Term. The term of this Lease shall be five (5) years, commencing on July 1, 2014 and
terminating on June 30, 2019, unless sooner terminated hereunder.

   2.1 Renewal. The parties shall, at the request of either party, meet no later than sixty
   (60) days prior to the expiration of the Lease to discuss the terms and conditions of a renewal,
or extension if any.

3. Rent and Utilities. Lessee shall pay to the Lessor annual rent for the above described
premises. The rent for the first (7) months of the Lease shall be four thousand eight hundred
dollars ($4800.00) (refer to section 3.1 for payment schedule). It is noted that this Lessee is
exempt from Washington State Leasehold Excise Tax.
3.1 **Annual Increase.** The rent shall increase annually at the rate of three percent (3%) per annum (rounded to the nearest dollar) as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rent Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2014 (seven months)</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Year 2015</td>
<td>$9,888.00</td>
</tr>
<tr>
<td>Year 2016</td>
<td>$10,185.00</td>
</tr>
<tr>
<td>Year 2017</td>
<td>$10,491.00</td>
</tr>
<tr>
<td>Year 2018</td>
<td>$10,806.00</td>
</tr>
</tbody>
</table>

3.2 **Utilities and Services.** Included in the rent noted above, the Lessor shall provide for the continuance of existing utilities and services for the Leased premises:

3.3 **Utilities.** Lessee shall be responsible for the payment of all utilities or services for which it contracts directly with the provider, including long distance telephone, internet access and/or cable television. The Lessee shall hold harmless the Lessor from any and all such charges or disputes arising from the use or provision of such utilities or services which service the double portable only.

3.4 **Payment of Rent.** Monthly rent (divided equally over twelve (12) months - refer to section in 3.1 for the annual total rent) shall be paid on or before the end of each 3-month quarter. The payment for the first quarter's rent shall be paid within ten (10) days of the mutual execution of this Lease, unless other payment methods are agreed to in writing by both parties to this agreement. Semi-annual payments may also be made upon mutual agreement of the parties.

4. **Use of Building.** Lessee shall use the building and areas within for offices for its staff; as a base of operation for its Traffic Division; for training and meetings; and during emergencies; and for no other use without the prior written permission of the Lessor. At no time shall Lessee knowingly bring individuals in police custody or individuals suspected of criminal activity to the building or to the school premises where the school building is located without the express written permission of the Lessor's superintendent.

4.1 **Parking Designated By Lessor.** Lessee's employees, guests and invitees shall park in the non-exclusive area designated by the Lessor on Exhibit "A" during business hours (7:30 a.m. – 4:30 p.m. Monday – Friday). All other parking areas may be used as available during non-business hours. During home football games, the Lessee agrees to allow parking by the public in the designated parking area. The Lessor reserves the right to designate alternate parking areas from time-to-time.

4.2 **District Policies.** Lessee agrees that all personnel of Lessee who are on School District Property will observe the Lessor's policies as they pertain to the use of School District facilities, including the prohibition on the use of all tobacco products in compliance with RCW 28A.210.310 and Lessor's Policy 4215 and the prohibition on the possession of alcohol or controlled substances on school premises.

5. **Improvements By Lessee.** Subject to obtaining written approval from Lessor, Lessee may make and install in the Office Area, at its own expense, such improvements as are normal and
customary in connection with the activity described in Section 4. Lessee's contractor, if any, shall be subject to Lessor's approval, which will not be unreasonably withheld. Lessor reserves the right to condition its approval upon the Lessee providing satisfactory payment and/or performance bonds. Lessee shall submit plans to and obtain written approval from Lessor before commencing any improvements (excluding installation of audio / visual / technology equipment in the offices). All improvements by Lessee shall conform to the requirements of the Americans with Disabilities Act, 42 USC 12111 et seg. and the Washington Law Against Discrimination, chapter 49.60 RCW.

5.1 Disposition of Improvements at End of Lease. Lessee shall have the right to remove all equipment, personal property and minor improvements, which may have been installed during the period of this Lease providing that the same are removed before the Lease is terminated. Any improvements not removed by the conclusion of the Lease shall, at Lessor's option, revert to Lessor. The facility shall be restored by Lessee to conditions prevailing at the time of initiation of the Lease, normal wear excepted.

5.2 Removal of Property. If Lessee fails to remove any of its personal property from the premises at the termination of this Lease, or when Lessor has the right of re-entry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee fails to pay the storage costs after thirty (30) days or more, Lessor may, at its option, sell any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem appropriate, without notice to Lessee, and shall apply the proceeds of the sale first to the costs of the sale, including attorney's fees, second to the storage costs, third to the payment of any amounts then or thereafter due to Lessor from Lessee under this Lease. The balance, if any, shall be returned to Lessee.

6. Condition of Property. Lessee accepts the facility "as is" without further maintenance liability on the part of the Lessor, except as stated herein. Lessee is not relying upon any representations of Lessor as to the condition or usability, except Lessor's right to grant a lease of the property.

6.1 Lessor's Maintenance. Lessor shall be responsible for the roof, exterior walls, exterior doors, mechanical, electrical and plumbing systems except when damage is caused by the Lessee, in which case the Lessee shall repair and restore the same.

6.2 Lessee's Maintenance. Lessee shall be responsible for the routine maintenance of the interior areas and to reimburse the Lessor for the cost of repair and to restore man made damage (accidental or otherwise) caused by Lessee or anyone on the Premises as a result of Lessee's activities. The reimbursement shall be due thirty (30) days after Lessor presents an invoice to Lessee for the actual cost of the repairs or restoration.

7. Lessee's Property. The parties hereto agree that the Lessor shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Lessee's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party or act of nature.

8. Insurance. The Lessee is self-insured through the Washington Counties Risk Pool and
currently has minimum reinsurance and excess insurance limits of $20M for covered losses. The Washington Counties Risk Pool does not have authority to name a non-member County as an additional insured by endorsement. However, the Joint Self-Insurance Liability Policy issued to Lessee provides coverage for all sums of monetary damages which an insured shall become obligated to pay by reason of liability imposed or by reason of liability assumed under an insured contract. To the extent liability is assumed by the Lessee under paragraph 11 - Indemnity - coverage is also available to the Lessor as an "insured."

9. Lessee Will Obtain Permits. Lessee agrees to obtain and comply with all necessary permits for any leasehold improvement. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Lessor, including actual attorneys' fees. In this way, Lessee agrees to hold harmless Lessor from any liability and to fully reimburse expenses of Lessor for Lessee's failure to fully comply with any necessary permit process and requirements.

10. Liens. Lessee agrees to keep the Leased premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any materialmen's, mechanic's or other liens to be placed upon the Leased premises. If such a lien is placed of record, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

11. Indemnification and Hold Harmless.

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.

11. Environmental Indemnification. Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, judgments, orders or damages resulting from the release of hazardous substances at the premises, caused in whole or in part by the activity of the Lessee, its agents, or any other person or entity at the Leased premises as a result of Lessee’s activity. The term "hazardous substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder.

12. Laws and Regulations. Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with its use of the leased premises. The Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all state and federal environmental laws and regulations. The Lessee covenants and agrees that it will indemnify and hold harmless the Lessor from any fine, penalty, or damage which may be imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this paragraph.

13. Waste and Refuse. Lessee agrees (i) not to allow conditions of waste and refuse to exist on or in the leased premises as a result of its activities, and is responsible to dispose of waste and recycling in a timely manner, (ii) to cooperate in keeping leased areas in a neat, clean, and orderly condition, and (iii) to be responsible for all damages caused to the premises by Lessee, its agents, or any third party or any person or entity at the premises as a result of Lessee's activity.

14. Signs. No external signs shall be installed on the building or grounds without the written permission of Lessor.

15. Equal Opportunity. Lessee agrees that in the conduct of activities at the leased premises, it will be an equal opportunity employer in accordance with Whatcom County Human Resources policies and Title VII of the 1964 Civil Rights Act and will comply with all requirements of the Americans with Disabilities Act of 1990 and the Washington Law Against Discrimination, chapter 49.60 RCW if any facilities modifications or improvements are made.

16. Litigation Between Lessor and Lessee. Lessor and Lessee agree that in any litigation between them related to the Leased premises, each party will be responsible for their own attorneys' fees and costs.

17. Assignment of Lease. Lessee shall not assign, rent or sublease any portions of this
Lease or any extension thereof, without the prior written consent of Lessor and no rights hereunder or in or to said Leased premises shall pass by operation of law or other judicial process.

18. Termination. Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall surrender to Lessor the premises peaceably and quietly and in the same condition in which they existed prior to possession by Lessee, normal wear excepted (as in section 5.1 above).

18.1 Early Termination By Lessee. The Lessee may give notice of early termination of this Lease in writing to the Lessor within ninety (90) days written notice of intent to terminate the Lease.

18.2 Early Termination By Lessor. Should the Lessor determine, in its sole discretion, that it needs to recapture the leased premises for any school-related purpose, including the sale of the property, then Lessor may terminate this Lease upon sixty (60) days written notice.

19. Default. Failure to pay rent or utilities as provided herein shall constitute a default under the terms of this Lease. If default in the payment of rent or utilities occurs then, at Lessor's sole option, upon ten (10) days' written notice, this Lease may be terminated and Lessor may enter upon and take possession of said property. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

19.1 Other Defaults. If Lessee shall fail to perform any term or condition of this Lease, other than the payment of rent, then Lessor, upon providing Lessee thirty (30) days' written notice to correct such default, may terminate this Lease and enter upon and take possession of the property. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

20. Non-Waiver. Neither the acceptance of rent by Lessor nor any other act or omission of Lessor or Lessee shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Lease, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Lease.

21. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO LESSOR: Meridian School District
214 W. Laurel Road
Bellingham, WA 98226

TO LESSEE: Whatcom County Sheriff
311 Grand Ave
Bellingham, WA 98225
AND Whatcom County Risk Manager

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted
delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

22. **Quiet Enjoyment.** Lessor acknowledges that it has ownership of the premises and that it has the legal authority to enter into this Lease. Lessor covenants that Lessee's right of occupancy shall not be disturbed during the term of this Lease so long as the terms are complied with by Lessee and subject to that clause in this Lease dealing with the right of Lessor to enter the premises when accompanied by Whatcom County Sheriff's Office personnel.

23. **Lessor May Enter Office Area.** It is agreed that the duly authorized officers or agents of Lessor may enter to view the interior areas upon reasonable notice to the Lessee when accompanied by Whatcom County Sheriff's Office personnel or at any time in case of an emergency.

24. **Interpretation.** In any dispute between the parties, the language of this Lease shall in all cases be construed as a whole according to its fair meaning and not for or against either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

25. **Holding Over.** If the Lessee remains in possession of the premises after the date of expiration of this Lease, with the written consent of the Lessor, it is hereby agreed and understood that until such time as a new agreement in writing shall be entered into between the parties thereto, Lessee shall continue to make payments to Lessor on a percent basis of the annual fee for the number of days occupied, as provided for in this Lease. Said holding over shall be subject to all of the terms and conditions of this Lease. Said holdover tenancy may be terminated by either party by sending written notice not less than five (5) days before the end of such tenancy. Said holding over shall be subject to agreement of both Lessor and Lessee.

26. This Lease Agreement does not create or impose any special or additional law enforcement obligation of services or duties to the Lessor or the premises or to any and all persons and activities associated with the Lessor.

27. **Survival.** All obligations of the Lessee, as provided for in this Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

28. **Entire Agreement.** This Lease contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the authorized representative for the Meridian School District.
NAME: Tom Churchill, Superintendent
Address: 214 W. Laurel Rd., Bellingham WA 98226
Phone #: 360.398.7111

WHATCOM COUNTY:
See attached signature page.

NAME
Address:
Phone #:

ADD NOTARY SEAL AND INFORMATION

JURAT
State of Washington
County of Whatcom
Subscribed and sworn/affirmed to before me this 29th day of May 2015, by Tom Churchill
Notary Public
My Commission Expires 8/1/15
WHATCOM COUNTY:
Recommended for Approval:

Sheriff

Approved as to form:

Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON       )
COUNTY OF WHATCOM           ) ss

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

__________________________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at ________________________.
My commission expires ________________________.
The rented portion in this lease agreement is circled and identified in the above drawing as "EXIST PORTABLE" and is located at 194 W. Laurel Rd, Bellingham, WA 98226 (Meridian High School) and is located at the most southwest corner of the Meridian High School property.

The Legal Description for Meridian High School:

NE NE-EXC N 430 FT-EXC S 300 FT OF N 655 FT OF E 622 2/7 FT THEREOF-EXC TR IN NE NE DAF-BEAP ON W LI OF GUIDE MERIDIAN 300 FT N OF S LI OF NE NE-TH N ALG W LI OF GUIDE MERIDIAN 100 FT-TH W PAR WI S LI OF NE NE 175 FT-TH S 100 FT-TH E 175 FT TO POB-EXC 1
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>5/12/14</td>
<td>6/17/14</td>
<td></td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td>6/4/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td>6/4/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td>6/4/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td>5/21/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td>6/19/14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract between Whatcom County Health Department and the Whatcom Family & Community Network.

**ATTACHMENTS:**
1. Contract Information sheet
2. Memorandum to Executive
3. (2) Originals of Contract Agreement

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

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

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

The purpose of this contract is to deliver prevention strategies that will reduce risk factors for substance abuse and other problem behaviors in communities surrounding Shuksan Middle School.

**COMMITTEE ACTION:**  

**COUNCIL ACTION:**

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Health Department Director
RE: Whatcom Family and Community Network Prevention Services Contract
DATE: May 8, 2014

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

- **Background and Purpose**
  The Washington State Division of Behavioral Health and Recovery’s substance abuse prevention services require community based coalitions to engage in assessment, service planning, evaluation, and implementation. Locally, the Whatcom Family and Community Network will facilitate these efforts with the Whatcom Prevention Coalition (WPC), the identified coalition for the project. As a result, substance abuse prevention services will be implemented in the geographic area of Birchwood Neighborhood and Shuksan Middle School, targeting middle school youth, their parents, and the larger community. Since these services began in 2012, there has been a 4% decrease in substance use (among 8th grade youth) and a 7% decrease in bullying (all grades). In the past year, there was also a 2% drop in marijuana use. Demonstrating positive success in school climate, students reporting "feeling safe and comfortable with adults at this school" increased by 6% during the past year.

- **Funding Amount and Source**
  The source of funding for this contract, in an amount not to exceed $25,000, is federal grant funding managed by the Division of Behavioral Health and Recovery and the local Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2014 budget and will be included in the 2015 budget. Council approval is required because the contract exceeds $20,000.

- **Differences from Previous Contract**
  No difference from previous contract. This contract continues the work performed over the past three years in the Shuksan Middle School/Birchwood Neighborhood area.

Please contact Joe Fuller at extension 30684 if you have any questions or concerns regarding the terms of this agreement.

Encl.
Originating Department: Whatcom County Health Department
Contract Administrator: Joe Fuller
Contractor's / Agency Name: Whatcom Family and Community Network

Is this a New Contract? Yes _x_ No ___ Yes ___ No ___ If yes, previous number(s): ________________
Is this a grant agreement? Yes _x_ No ___ If yes, grantor agency contract number(s) ________________
Is this contract grant funded? Yes _x_ No ___ If yes, associated Whatcom County grant contract number(s) 201108011 & 201401004
Is this contract the result of a RFP or Bid process? Yes _x_ No ___ Cost Center: 677300 / 124100

Is this contract excluded from E-Verify? No ____ Yes _x_

Contract Amount: (sum of orig contract amt and any prior amendments) $ 25,000
This Amendment Amount: 
Total Amended Amount: 

Scope of Services:
The purpose of this contract is to deliver prevention strategies that will reduce risk factors for substance abuse and other problem behaviors in communities surrounding Shuksan Middle School.

Term of Contract: 1 Year Expiration Date: 06/30/2015

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: ________________ Date ________________ [electronic]
2. Attorney reviewed: ________________ Date ________________ [electronic]
3. AS Finance reviewed: mdc ________________ Date 5/21/14 [electronic]
4. IT reviewed if IT related ________________ Date ________________ [electronic]
5. Corrections made: ________________ Date ________________ [electronic] hard copy printed
6. Attorney signoff: ________________ Date ________________
7. Contractor signed: ________________ Date 6-4-14
8. Submitted to Exec Office ________________ Date 6-4-14 [summary via electronic; hardcopies]
9. Reviewed by DCA ________________ Date ________________
10. Council approved (if necessary) ________________ Date ________________
11. Executive signed: ________________ Date ________________
12. Contractor Original Returned to dept; ________________ Date ________________
13. County Original to Council ________________ Date ________________

CFDA number 93.959 & 93.243
Whatcom Family and Community Network, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 8 to 11,
Exhibit B (Compensation), pp. 12 to 13,
Exhibit C (Certificate of Insurance) p. 14,
Exhibit D (Sub-Recipient Agreement), p. 15 to 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 1st day of July 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June 2015.

The general purpose or objective of this Agreement is to engage the community in delivering prevention strategies that will reduce risk factors for substance abuse as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $25,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of June 2014.

CONTRACTOR:

Whatcom Family and Community Network

[Signature]
Geof Morgan, Executive Director

STATE OF WASHINGTON )
COUNTY OF Whatcom ) ss.

On this 3rd day of June, 2014, before me personally appeared Geof Morgan, to me known to be the Executive Director of Whatcom Family Community Network, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Janice M. Deptuch
NOTARY PUBLIC in and for the State of Washington, residing at
My commission expires 9-9-2016.
WHATCOM COUNTY:
Recommended for Approval:

Regina A. Delahunt, Health Department Director  6/11/14
Anne Deacon, Human Services Manager  6/3/14

Approved as to form:

Royce Buckingham, Civil Deputy Prosecutor  6/4/14

Approved:
Accepted for Whatcom County:

By: ________________________________
   Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

On this _____ day of __________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

___________________________. My commission expires ____________________

CONTRACTOR INFORMATION:

Whatcom Family & Community Network
1231 N. Garden St., Suite 210
Bellingham, WA 98225
Contact Name: Geof Morgan
Contact Phone: (360)738-1196
Contact FAX: NA
Contact Email: geofmorgan@wfcn.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four 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.

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

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

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

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

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

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

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

36.2 **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:

Joe Fuller, Program Specialist  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
(360) 676-6724, ext. #30684  
jfuller@co.whatcom.wa.us

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

*Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes*
40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

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

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

42.1 Disputes:

a. General:
Differences between the 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.

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.
I. Background

Washington State's Division of Behavioral Health and Recovery (DBHR) requires their substance abuse prevention services be delivered through community based coalitions that engage in assessment, service planning, evaluation, and implementation. These redesign efforts have been titled "Community Prevention & Wellness Initiatives" (CPWI). Since 2011, the Whatcom Family and Community Network has facilitated these efforts with the Whatcom Prevention Coalition (WPC), the identified coalition for the project. This contract continues this work through the use of a five (5) stage community planning process. Local prevention services will be implemented in the targeted geographic area of Birchwood Neighborhood and Shuksan Middle School. Youth, families, and the general population within those geographical areas will be targeted for services.

Through a community needs assessment process, the geographical area surrounding Shuksan Middle School was identified as a location that exhibited elevated risk for substance abuse and other negative behaviors. The data demonstrated significantly more substance use among youth. High rates of free and reduced lunch also existed. Despite the range of identified needs, this area was also selected because it exhibited the necessary capacity and readiness to participate in this initiative and achieve positive outcomes.

The overarching goal of these services is to reduce youth substance abuse and improve mental health and academic performance. The community will plan and implement programs and services that will reduce substance abuse while building on community resources that promote healthy children and families. Success of this project will be measured through reduction of risk factors associated with youth substance abuse, impact on substance use, and positive engagement of the coalition and community. Identified goals include the following:

Program Goals:
- Reduce 30-day use of alcohol among youth
- Reduce 30-day 'problem' and 'heavy' drinking among youth
- Reduce 30-day use of marijuana among youth

Additional Long Term Goals:
- Improve academic performance
- Reduce delinquency
- Improve mental health (reduce depression)

These goals are measured through the Healthy Youth Survey, administered to students every two years. Since these services began in 2012 there have been decreases in substance use (alcohol and marijuana use), improvement in mental health, improvement in school climate, reductions in suspensions, reductions in fights, and improvements in other measureable behaviors. These outcomes have been achieved through the coordination of these services with other resources brought by the school.

The Whatcom Family & Community Network, which has a long history of providing these services, will help to coordinate these services and meet the necessary state requirements. Collectively, services offered in this geographical area will include coalition building efforts, environmental (population-based) strategies, and support of a state-wide public awareness campaign relating to drug issues in the community. Environmental strategies are focused on changing aspects of the environment that contribute to the use of alcohol and other drugs. Limiting the hours of sale of alcohol, raising the legal age to purchase, and increasing taxes on these products are all examples of this. Environmental strategies may also aim to change public perception (social norms) around substance use, to help
correct the common misperception that more people use alcohol than actually are. Coalitions can deliver environmental strategies to change public laws, policies and practices to create environments that decrease the probability of substance abuse.

II. Statement of Work

In order to address the identified goals of the contract, the Contractor will provide the services outlined below during the term of this agreement. These activities support the developed strategic plan, logic model (see following page), and result in targeted strategies provided to Shuksan Middle School youth, their families, and the larger population within the Shuksan Middle School catchment area.

The activities in this statement of work will address items found in DBHR's "Task Categories Guide," and support the Shuksan Strategic Plan, both found at http://theathenaforum.org/. Additional activities from the Strategic Plan or Task Guide may be required, but will be communicated in advance by the county.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Product/Service</th>
<th>Documentation</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Register and actively participate in The Athena Forum <a href="http://www.TheAthenaForum.org">www.TheAthenaForum.org</a></td>
<td>• Completed registration</td>
<td>• Athena log in and password</td>
<td>• Ongoing</td>
</tr>
<tr>
<td>2) Strategic Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Conduct or update a needs assessment and resource assessment as identified by the CPWI process. Establish assessment workgroups as necessary to review data to make recommendations of priority programs. Efforts will drive goal, population, and strategy selection that will apply to the logic model and work plan.</td>
<td>• Shuksan Strategic Plan</td>
<td>• Shuksan Strategic Plan</td>
<td>• February-April</td>
</tr>
<tr>
<td>b. Revise, as necessary, needs assessment or logic model using information and priorities from the assessment to set change goals, select focus populations, and environmental strategies.</td>
<td>• Revised Work Plans or logic models</td>
<td>• Revised Work Plans or logic models</td>
<td>• Annually</td>
</tr>
<tr>
<td>3) Hold key leader orientation event annually to discuss coalition goals and activities.</td>
<td>• Orientation Event</td>
<td>• Flyer</td>
<td>• Annually, date to be determined</td>
</tr>
<tr>
<td>4) Maintain coalition &quot;workgroups,&quot; including standing workgroups (projects, leadership committee, etc.), ad hoc workgroups, and other groups needed to accomplish the strategic plan.</td>
<td>• Coordination of Core Workgroups</td>
<td>• Agendas</td>
<td>• Monthly</td>
</tr>
<tr>
<td>a. Maintain 8 of 12 DFC sectors actively participating in the coalition.</td>
<td></td>
<td>• Minutes or Sign-In Sheets</td>
<td></td>
</tr>
<tr>
<td>b. Develop and implement a recruitment and retention plan incorporates the demographics and culture of the community.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) Recruit and retain membership.</td>
<td>• Sector Engagement</td>
<td>• Participation Report</td>
<td>• Monthly</td>
</tr>
<tr>
<td>a. Maintain 8 of 12 DFC sectors actively participating in the coalition.</td>
<td>• Recruitment Plan</td>
<td>• Minutes</td>
<td>• Annually, or as needed to maintain sectors</td>
</tr>
<tr>
<td>b. Develop and implement a recruitment and retention plan incorporates the demographics and culture of the community.</td>
<td></td>
<td>• Recruitment Plan</td>
<td></td>
</tr>
<tr>
<td>6) Coalition Surveys</td>
<td>• Completed Surveys</td>
<td>• Survey Report</td>
<td>• Annually</td>
</tr>
<tr>
<td>a. Members will complete a baseline and annual coalition survey using an instrument provided by DBHR and work to achieve an 80% response rate for the annual coalition survey.</td>
<td></td>
<td>• Completed Surveys</td>
<td>• Annually</td>
</tr>
<tr>
<td>b. Coalition feedback survey adopted, implemented and analyzed with results discussed at coalition meetings.</td>
<td></td>
<td>• Survey Report</td>
<td>• Annually</td>
</tr>
<tr>
<td>7) Community Survey-The Coalition will use a survey tool provided by DBHR to gather information about the work and strategies of the coalition from the</td>
<td>• Disseminate and Collect Surveys</td>
<td>• Survey Report</td>
<td>• Annually</td>
</tr>
<tr>
<td>Community at large.</td>
<td>Facilitate Process</td>
<td>Minutes</td>
<td>Annually, or as needed</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------</td>
<td>---------</td>
<td>------------------------</td>
</tr>
<tr>
<td>8) Refine decision making model between coalition, Core Workgroups, and other coalition subgroups. Update or revise diagram or flow chart for decision making as necessary.</td>
<td>Flow Chart</td>
<td>Flow Chart</td>
<td></td>
</tr>
<tr>
<td>9) Review and revise, the coalition’s decision-making strategy, meeting schedule and minimum participation rules, and other related actions.</td>
<td>Facilitate Process</td>
<td>Revised charter or Minutes</td>
<td>Annually, or as needed</td>
</tr>
<tr>
<td>10) Implement Environmental Strategies. Coalition members lead and oversee environmental strategies (population level) as identified in the action plan, resulting in 1-2 strategies in the targeted community.</td>
<td>1-2 Strategies implemented</td>
<td>Agenda</td>
<td>Annually</td>
</tr>
<tr>
<td>11) Report outputs and outcomes, including pre- and post-test assessments for all participants in recurring services who are at least ten (10) years old as of the first date of service.</td>
<td>Administer DBHR measurement tools</td>
<td>Outcome Reports from DBHR</td>
<td>15th of the month following service</td>
</tr>
<tr>
<td>12) Support a public awareness campaign relating to drug issues in the community. DBHR to determine support elements, or apply national campaign efforts.</td>
<td>Support DBHR or national campaign-activities, to be determined</td>
<td>To be determined</td>
<td>Annually</td>
</tr>
</tbody>
</table>

### III. Program Requirements

IV. It is expected that all tasks associated with CPWI will be conducted in a culturally competent manner. Because this is an evolving process within the community and at the state level, it can be expected that some tasks may change to meet the changing needs. Changes will be communicated to the Contractor by the County, through email, as they become available from DBHR. Although minimal changes are anticipated in the actual task items, DBHR may require a change in the process for how or when they are delivered.

### V. Reporting Requirements

Documentation of deliverables will be submitted directly to the Whatcom County Health Department Program Specialist on a monthly basis. Documentation is to be submitted by the 15th of the month following the month of service. This includes:

- Coalition Assessment Surveys Results
- Community Survey Tool Results
- Coalition and work group meeting minutes
- Flyers for events
- And other documentation outlined above

County staff will be responsible for direct entry of services into DBHR’s online reporting system, including required outcome reporting.
Coalition:
- Annual Survey
- Program doc.
- Training Surveys

Public Awareness:
- Process measures
- Community Surv.

Environmental Strategies:
- Community Surv.
- Retail Assessment
- HYS

Prevention/Intervention Services:
- Pre/Post Survey

Direct Services
- SFP Pre/Post
- BBBS POE
- HYS

Evaluation Plan

Strategies & Local Implementation

Local Conditions and Contributing Factors

Intervening Variables (including R/P Factors)

Consumption (Long-term/Short-term outcomes)

Consequences (Short-term and Long-term Outcomes)

Logic Model

Coalition:
- Training & Engagement

Public Awareness:
- Support Statewide Campaign

Environmental Strategies:
1) Got Pride Inside campaign
2) Retailer Interventions

Prevention/Interv. Services:
- Student Assistance Program/Project Success

Direct Services
1) Strengthening Families

Shrinking budgets and resources

Community Connectedness

Underage Drinking (8th/10th grade 30-day use)

Youth Delinquency (HYS-Perception of Risk)

Marijuana Use (8th/10th grade 30-day use)

Favorable Attitudes

Availability

School performance (HYS-Academic)

Family Management Problems

Bonding

Need for parenting and family support

Low perceived risk of use among youth

Over-perception of substance use
- Promotion of alcohol products
- Ease of access to alcohol

Underage Problem and Heavy Drinking (8th/10th grade)

Mental Health (HYS-depression)

Favorable Attitudes

Availability

School performance (HYS-Academic)

Youth Delinquency (HYS-Perception of Risk)

Marijuana Use (8th/10th grade 30-day use)

Favorable Attitudes

Availability

School performance (HYS-Academic)

Youth Delinquency (HYS-Perception of Risk)

Marijuana Use (8th/10th grade 30-day use)
EXHIBIT “B”
COMPENSATION

I. Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed $25,000.00 is Federal Prevention funds (CFDA #93.959 and CFDA #93.243) from the Division of Behavioral Health & Recovery (DBHR), and the Chemical Dependency/Mental Health Program Fund.

II. Budget, Rates, and/or Allowable Costs

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coalition and Project Coordinator</td>
<td>County approved hourly billing rate and timesheet showing total hours and hours charged to this contract</td>
<td>$22,527.30</td>
</tr>
<tr>
<td>Supplies, Materials, and Printing</td>
<td>Receipts</td>
<td>200.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>Administration @ 10%</td>
<td>2,272.70</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$25,000.00</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administration cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County. Administration will not be paid for with federal funds. No more than 70% of the annual authorized service level may be expended in the first six-month period.

III. Invoicing

1. The Contractor shall submit invoices within 60 days following the month of service, in a format approved by the county. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to (include contract/PO #):

   Attention: Business Office
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

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

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
EXHIBIT “D”
SUB-RECIPIENT AGREEMENT
BETWEEN
WHATCOM COUNTY AND
WHATCOM FAMILY AND COMMUNITY NETWORK PREVENTION SERVICES

THIS SUB-RECIPIENT AGREEMENT is made and entered into by and between Whatcom County, herein after referred to as the “County”, and Whatcom Family And Community Network Prevention Services, herein after referred to as the “Agency.”

Funds are part of subgrants from SAMHSA, Substance Abuse Prevention and Treatment SAPT Block Grant (CFDA #93.959) and Partnership for Success Grant (CFDA #93.243), included in Whatcom County’s contract with DSHS-DBHR.

The purpose of this subaward is as stated in this agreement.

The Agency agrees to comply with the following General Terms and Conditions and to incorporate the terms and conditions included herein in any and all subcontracting agreements entered into pursuant to this agreement.

GENERAL TERMS AND CONDITIONS

1. Administrative Requirements:
The Agency shall comply with all requirements within OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments or OMB Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-102, Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments or OMB Circular A-110, Administrative Requirements for Non-Profit Organizations; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as are applicable.

The Agency shall comply with all federal and state laws and regulations, including all non-discrimination laws, but not limited to, Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities Act (ADA); and Chapter 49.60 RCW.

2. Single Audit Reporting:
Non-federal entities receiving financial assistance of $500,000 or more in federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Circular A-133 is available on the OMB Home Page at http://www.omb.gov. If this is applicable, the Agency has the responsibility of notifying the State Auditor’s Office and requesting an audit. Non-federal entities that spend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in OMB Circular A-133.

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

Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.
3. **Services and Activities to Ethnic Minorities and Diverse Populations**
   The agency shall:
   1. Ensure all services and activities provided by the Agency under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.
   2. Initiate actions to ensure or improve access, retention, and cultural relevance of prevention services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
   3. Take the initiative to strengthen working relationships with other agencies serving these populations.

4. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:**

   The Agency certifies, by signing this contract, 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.

   The Agency further agrees that it shall not knowingly enter into any lower-tier covered transactions (a transaction between the Agency 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 Agency agrees to include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower-tier covered transactions and in all solicitations for lower tier transactions.

   The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at [http://www.epis.gov/](http://www.epis.gov/).

5. **Contractor will meet all other terms and conditions of federal funds, even if not identified above.**
# Clearances

<table>
<thead>
<tr>
<th>Originator</th>
<th>Date Received in Council Office</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Craver</td>
<td>6/3/14</td>
<td>Finance/ Council</td>
</tr>
<tr>
<td>K. Christensen</td>
<td>6/3/14</td>
<td></td>
</tr>
<tr>
<td>F. Abart</td>
<td>06/05/14</td>
<td></td>
</tr>
<tr>
<td>D. Gibson</td>
<td>06/02/14</td>
<td></td>
</tr>
<tr>
<td>B. Bennett</td>
<td>06/02/14</td>
<td></td>
</tr>
<tr>
<td>J. Louws</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Title of Document

Dry Weather Outfall Inspections for Illicit Discharges and Private Stormwater Facility Maintenance Education and Inspections (Western Washington NPDES Phase II Municipal Stormwater Permit Compliance)

## Attachments

1. Memorandum
2. Contract Information Sheet
3. Contract and exhibits

## SEPA Review

<table>
<thead>
<tr>
<th>SEPA Review Required?</th>
<th>( ) Yes ( X ) NO</th>
<th>SEPA Review Completed?</th>
<th>( ) Yes ( X ) NO</th>
<th>Should Clerk Schedule a Hearing?</th>
<th>( ) Yes ( X ) NO</th>
<th>Requested Date:</th>
</tr>
</thead>
</table>

## Summary Statement or Legal Notice Language

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

The 2013-2018 Western Washington NPDES Phase II Municipal Stormwater Permit requires Whatcom County to provide opportunities for education and outreach, conduct dry weather illicit discharge screenings to outfalls, and conduct inspections on private stormwater facilities. Kulshan Services was selected to conduct a workshop on maintaining private stormwater facilities maintenance for residents with stormwater ponds, conduct dry weather inspections of outfalls in order to screen for illicit discharges, and conduct stormwater facility inspections on privately owned stormwater treatment and flow control facilities approved after August 2009. This contract will assist in maintaining compliance with requirements of the Phase II Permit.

## Committee Action:

## Council Action:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Enclosed for your review and signature are two (2) originals of the contract between Kulshan Services, LLC, and Whatcom County for Dry Weather Outfall Inspections, Private Stormwater Facility Inspections, and Private Stormwater Facility Maintenance Education.

- **Background and Purpose**
  The 2013-2018 Western Washington NPDES Phase II Municipal Stormwater Permit contains requirements to address public education and outreach, illicit discharge, detection and elimination, and controlling runoff from new development, redevelopment, and construction sites. Kulshan Services was selected to conduct a stormwater facility maintenance workshop for residents with privately owned facilities, such as detention ponds, within the NPDES Phase II boundary, conduct dry weather inspections of stormwater outfalls to screen for illicit discharges entering into the County’s municipal separate stormwater sewer system, and conduct inspections on privately owned stormwater treatment and flow control facilities approved after August 2009, that are part of a development greater than 1 acre, to ensure facilities are functioning properly. The completion of these activities fulfills requirements of the Permit.

  This consultant was chosen through a competitive selection process (RFP 14-13).

- **Funding Amount and Source**
  The project amount is $45,949 and will be funded through the 2014 Public Works-Stormwater base budget (123301) to be reimbursed by Washington State Department of Ecology Grant G1400260.

  Please contact Cathy Craver at extension 50694 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works-Stormwater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Cathy Craver, Senior Planner</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Kulshan Services, LLC</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes [X] No __

**If not, is this an Amendment or Renewal to an Existing Contract?**
- Yes __ No [X]__

- **Does contract require Council Approval?**
  - Yes [X] No __

**Is this a grant agreement?**
- Yes __ No [X]__

- **If yes, grantor agency contract number(s)**
  - G1400260__

**Is this contract grant funded?**
- Yes [X] No __

- **If yes, associated Whatcom County grant contract number(s)**
  - 201311014__

**Is this contract the result of a RFP or Bid process?**
- Yes [X] No __

- **If yes, RFP and Bid number(s)**
  - RFP 14-13__

- **Cost Center:** 169250__

**Is this agreement excluded from E-Verify?**
- No [X] If no, include Attachment D Contractor Declaration form.

- **If yes, indicate exclusion(s) below:**
  - Professional services agreement for certified/licensed professional
  - Contract work is for less than 120 days
  - Contract less than $100,000.
  - Contract for Commercial off the shelf items (COTS)
  - Work related subcontract less than $25,000.
  - Interlocal Agreement (between Govt’s)
  - Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:**
- (sum of original contract amount and any prior amendments)
  - $45,949***

**This Amendment Amount:**
- $[ ]

**Total Amended Amount:**
- $[ ]

- **Contracts that require Council Approval (incl. agenda bill & memo)**
  - Professional Services Agreement above $20,000.
  - Bid is more than $40,000.
  - Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

**Summary of Scope:**

The 2013-2018 Western Washington NPDES Phase II Municipal Stormwater Permit contains requirements to address public education and outreach, illicit discharge, detection and elimination, and controlling runoff from new development, redevelopment, and construction sites. Kulshan Services will hold a stormwater facility maintenance workshop for residents with stormwater ponds, conduct dry weather inspections of outfalls to screen for illicit discharges, and conduct on inspections on privately owned stormwater and treatment facilities approved after August 2009.

**Term of Contract:** January 31, 2015

**Expiration Date:** January 31, 2015

**Contract Routing Steps & Signoff:** [sign or initial] [indicate date transmitted]

1. Prepared by: Remy McConnell Date 05/29/14 [electronic]
2. Attorney reviewed: Daniel L. Gibson Date 06/02/14 [electronic]
3. AS Finance reviewed: bbennett Date 06/02/14 [electronic]
4. IT reviewed if IT related Date [ ] [electronic] hard copy printed
5. Corrections made: Date [ ]
6. Attorney signoff: Daniel L. Gibson Date 06/02/14
7. Contractor signed: Date
8. Submitted to Exec Office __ Date 06/05/14 [summary via electronic; hardcopies]
9. Council approved (if necessary) Date
10. Executive signed: Date
11. Contractor Original Returned to dept; Date
12. County Original to Council Date

---

95
KULSHAN SERVICES, 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 8,
- Exhibit A (Scope of Work), pp. 9 to 11,
- Exhibit B (Compensation), pp. 12 to 12,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 18TH day of JUNE 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of January 2015.

The general purpose or objective of this Agreement is to: provide dry weather outfall inspections and private stormwater facility maintenance education in order to comply with the Western Washington NPDES Phase II Municipal Stormwater Permit for Whatcom County, 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 FORTY-FIVE THOUSAND, NINE HUNDRED FORTY-NINE AND 0/100 DOLLARS ($45,949.00). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of JUNE 2014.

CONTRACTOR:

Kulshan Services, LLC

David Roberts, Owner and Principal

STATE OF WASHINGTON

COUNTY OF Whatcom

On this 2nd day of JUNE 2014, before me personally appeared DAVID ROBERTS to me known to be the OWNER AND PRINCIPAL of KULSHAN SERVICES, LLC, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

SANDRA L. MOCK
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 05/29/14.
WHATCOM COUNTY:
Recommended for Approval:

[Signature]

Date
Frank M. Abart
Public Works Director

Approved as to form:

[Signature] 06/05/14
Daniel L. Gibson
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

By: __________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

Kulshan Services, LLC
David Roberts, Owner and Principal

Address:
2012 Edgefield Drive
Bellingham, WA 98229

Contact Name: David Roberts
Contact Phone: 360/483-7341
Contact FAX: 360/647-9061
Contact Email: david@kulshanservices.com

Contract for Services: Dry Weather Outfall Inspections for Illicit Discharges and Private Stormwater Facility Maintenance Education and Inspection (Western Washington NPDES Phase II Municipal Stormwater Permit Compliance)
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

31.2 Patent/Copyright Infringement:
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, settlements, attorneys' fees and costs resulting from Contractor's breach of this provision.

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

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

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

a. Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.
34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

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

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

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

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

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

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

35.1 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.

35.2 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:

Frank M. Abart, Public Works Director, 322 N. Commercial Street, Suite 210, Bellingham, WA 98225

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

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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

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

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

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

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

d. Arbitration:
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinafore, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

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

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 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)

Kulshan Services LLC

DRY WEATHER OUTFALL INSPECTIONS AND PRIVATE STORMWATER FACILITY MAINTENANCE EDUCATION
(WESTERN WASHINGTON NPDES PHASE II MUNICIPAL STORMWATER PERMIT COMPLIANCE)

Project Summary
Kulshan Services LLC (KSLLC) has been retained by Whatcom County Public Works to assist with implementation of specific elements of their NPDES Phase II stormwater permit. The County’s permit requires continuous efforts to reduce pollution through a combination of planning, outreach, education, evaluation, source control, monitoring, and intra- and interagency coordination. Specifically, KSLLC will be focusing activities in this contract on tasks related to the public education, illicit discharge detection and facility inspection aspects of the permit.

The project manager will be David Roberts, owner and principal of Kulshan Services. Kulshan Services has provided similar training and conducted stormwater inspections throughout Whatcom and Skagit County over the last three years. Welch Ecological is a subcontractor providing technical assistance on illicit discharge detection activities. Cathy Craver is the County staff assigned to manage the project.

The project will begin on June 1, 2014 pending contract approval. The illicit discharge inspections and public education workshop with associated technical visits will be completed by October 31, 2014, and the private stormwater facility inspections will be completed by July 31, 2014.

Tasks
1. Public Education Workshops (1)
   Task 1 will provide a stormwater workshop for community associations and businesses in the county. The objective is to provide stormwater facility owners with an overview of stormwater systems including their operations, maintenance and impact on downstream ecosystems. KSLLC staff will introduce participants to a variety of typical system types and describe appropriate maintenance for each. The training will include site visits to two facilities in which KSLLC staff will conduct inspections that engage the participants.

   Key Activities:
   - Planning, Coordination and Tour Site Identification
   - Classroom Workshop and Field Trip

2. Private Facility Education and Technical Assistance Visits (10)
   As a follow-up to Task 1, Task 2 will provide private education and technical assistance visits to up to 10 participants in the Task 1 workshops. During these visits KSLLC will conduct a non-regulatory inspection of the private facilities. Owners or their representatives will be instructed on the function of their systems and general maintenance needs. Each will be provided drawings of their facility (if available from the County) and a simple report summarizing overall condition of their facility, issues needing attention, priorities for future action and a simple maintenance plan. KSLLC staff will contact appropriate representatives or owners of each facility to schedule the visits and provide up to one hour of follow-up technical support. This will be a no-fee service to these private facility owners.

   Key Activities:
   - Planning, coordination and site identification
   - Facility inspections
   - Report preparation for each facility
• Follow-up with facility owners/representatives

3. Private Facility Regulatory Inspections (25)
Task 3 will conduct regulatory inspections of up to 10 private stormwater facilities. County staff will identify the facilities to be inspected and will coordinate timing and access to each site with the owner. Sites can include both open (wet ponds and infiltration systems) and closed systems (vaults). KSLLC staff will complete an inspection using inspection tools developed by KSLLC based on the Stormwater Management Manual for Western Washington. A brief report will be generated by KSLLC identifying compliance issues for each facility.

Activities:
• Planning, coordination and site identification
• Facility inspections
• Report preparation for each facility

4. IDDE Inspections (up to 40)
The fourth task will be to conduct an inspection of outfalls in the Geneva neighborhood. The purpose of this survey is to identify sources of illicit or illegal discharge to the County’s stormwater system. The inspection will make note of any signs of contamination. KSLLC will utilize a standard inspection form for data collection developed in earlier County inspection contracts. If illicit discharges are suspected, the water samples will be collected. Samples will be analyzed at a local laboratory under a current County contract. In addition to illicit discharge identification, KSLLC will assess the condition of the outfall structure and identify any new structures not included in the current County outfall inventory.

Activities:
• Planning, coordination and site identification
• Facility inspections
• Report preparation for each facility

Project Rates and Costs:
All charges will be based on time and materials. See attached cost proposal.

Assumptions

Assumptions – Task 1 Public Education Workshops:
County staff will:
• Determine the date, location and facility for the training;
• Develop the mailing list and send invitations to appropriate recipients;
• Provide any printed material;
• Evaluate the workshop; and
• Provide transportation for the field trip if appropriate.

Kulshan staff will:
• Develop the classroom training presentation using existing training materials in coordination with County staff;
• Assist with identification of appropriate field sites; and
• Prices for additional workshop will be adjusted downward to account for preparation already completed.

Assumptions – Task 2 and 3 Technical Assistance Visits and Inspections:
• Our rates reflect a typical inspection based on BMPs found in the Stormwater Management Manual for Western Washington.
• Individual facilities to be inspected in Task 2 and 3 are small to medium sized composed of no more than one major component such as a pond, swale or vault.
• More complex systems with more than one major component will charged based on an average cost per component.
• Catch basin assessment of neighborhoods is not included in the price.
• Owners or their representatives will be present during the inspection of the Task 2 facilities.
• Follow-up communications with Task 2 facilities will be by phone.
• KSLLC is available to conduct additional facility inspections at the rates provided in the cost proposal shown below.

Assumptions – Task 4 IDDE Inspections:
• This is not a system wide survey requiring walking of all ditches. However, KSLLC will identify and characterize additional outfalls in the course of our assessment of known facilities shown on the map provided by the County.
• While the County provided us locations for 23 outfalls, we developed our budget based on up to 40 to include potentially undocumented outfalls.
• We will use the inspection form provided by the County and used in the past by Wilson Engineering. We will modify that form to include information regarding sample collection and chain of custody.
• Each outfall inspection will take approximately 30 minutes. We have allowed about 15 min for movement from one site to another.
• KSLLC will enter field data into the field form and provide pdf file for each outfall inspected.
• Samples will be collected only where pollution is suspected as indicated by the inspection form.
• Samples will be collected into appropriate bottle types based on the suspected pollutants.
• Samples will be transported to Edge Laboratories for analysis under the County’s contract.
• KSLLC will coordinate with the lab concerning bottles, hold times, delivery times and transportation.
• County staff will provide KSLLC with a QAPP for sampling.
• Karen Welch (Welch Ecological) will be providing up to 3 hours of technical assistance to KSLLC staff in support of this task.

Assumptions regarding project management and coordination with County staff:
• David Roberts, project manager, will charge up to 10% of staff project hours for project management and coordination with County staff. This includes meeting for up to three hours per month with County staff throughout the project.
• Todd Eastman will participate in coordination meeting for up to two hours per month with County staff throughout the project.
<table>
<thead>
<tr>
<th>Tasks</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Public Education Workshop (1)</td>
<td>Roberts, D</td>
</tr>
<tr>
<td>Planning, Coordination and Tour Site ID</td>
<td>Carten, T</td>
</tr>
<tr>
<td>Workshop</td>
<td>Eastman, T</td>
</tr>
<tr>
<td></td>
<td>Roberts, A</td>
</tr>
<tr>
<td></td>
<td>Welch, K</td>
</tr>
<tr>
<td>#2 Private Facility Education and Technical Visits (10)</td>
<td></td>
</tr>
<tr>
<td>Planning, Coordination</td>
<td>4</td>
</tr>
<tr>
<td>Facility Inspections</td>
<td>30</td>
</tr>
<tr>
<td>Report Preparation</td>
<td>10</td>
</tr>
<tr>
<td>Follow-up with facility owners</td>
<td>10</td>
</tr>
<tr>
<td>#3 Private Facility Inspections (25)</td>
<td></td>
</tr>
<tr>
<td>Planning, Coordination and Site Identification</td>
<td>50</td>
</tr>
<tr>
<td>Facility Inspections</td>
<td>75</td>
</tr>
<tr>
<td>Report Preparation</td>
<td>25</td>
</tr>
<tr>
<td>#4 IDDE Inspections (up to 40)</td>
<td></td>
</tr>
<tr>
<td>Planning, Coordination and Preparation</td>
<td>4</td>
</tr>
<tr>
<td>Facility Inspections</td>
<td>30</td>
</tr>
<tr>
<td>Report Preparation</td>
<td>10</td>
</tr>
<tr>
<td>Project Management &amp; Coordination with County Staff</td>
<td>57.1</td>
</tr>
<tr>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Total Hours</td>
<td>67.1</td>
</tr>
<tr>
<td>Hourly Rates</td>
<td></td>
</tr>
<tr>
<td>$140</td>
<td>$65</td>
</tr>
<tr>
<td>$65</td>
<td>$45</td>
</tr>
<tr>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>Staff Cost</td>
<td>$9,394</td>
</tr>
<tr>
<td>$11,960</td>
<td>$20,605</td>
</tr>
<tr>
<td>$3,015</td>
<td>$375</td>
</tr>
<tr>
<td>Total Staff Cost</td>
<td>$45,349</td>
</tr>
</tbody>
</table>

Estimated Additional Costs:

<table>
<thead>
<tr>
<th>Cost</th>
<th>Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage estimate</td>
<td>$300 (Gov't Rate)</td>
</tr>
<tr>
<td>Printing estimate</td>
<td>$300 (B&amp;W=$0.05/copy, Color=$0.50/copy)</td>
</tr>
<tr>
<td>Total Estimated Additional Costs</td>
<td>$600</td>
</tr>
</tbody>
</table>

TOTAL PROJECT COST $45,949

Budget Narrative

Contract amounts shall not exceed the total budget referenced in Exhibit "B" (see following page). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder. In lieu of such endorsement(s).

Producers: Snapper Shuler Kenner Ins
Brown & Brown of WA Inc dba
P.O. Box 551
Lyden, WA 98264
Robert N. Hagedorn, CIC

Insured: Kulshan Services LLC
David Roberts
2012 Edgefield Drive
Bellingham, WA 98229

Cov涵盖了

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Inscr LTR TYPE OF INSURANCE ADDL SUB INSUR NEW POLICY NUMBER POLICY EFFECT POLICY EXPIRY LIMITS

A GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR 13PKGWE00102 06/20/13 06/20/14 EACH OCCURRENCE $1,000,000

GENL AGGREGATE LIMIT APPLIES PER:

X POLICY

B AUTOMOBILE LIABILITY

ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS 02255755-0 06/20/13 06/20/14 COMBINED SINGLE LIMIT $1,000,000 (Per accident)

BODILY INJURY (Per person)$

BODILY INJURY (Per accident)$

PROPERTY DAMAGE (Per accident)$

EXCESS LIABILITY OCCUR CLAIMS-MADE

DED RETENTION S

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A

If yes, describe under DESCRIPTION OF OPERATIONS below

UNC STATUTORY LIMITS OTHER

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - KNOWLEDGE POLICY LIMIT

A Professional Liab $1,500,000 Deductible

13PKGWE00102 06/20/13 06/20/14 Aggregate $2,000,000

Per Claim $1,000,000

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

Waiver of Transfer of Rights of Recovery Against Others to Us Form ME22225 0810 applies.

CERTIFICATE HOLDER

Whatcom County Flood Control
Zone District
322 North Commercial, Ste 120
Bellingham, WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POlicIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING
OWNERS, LESSEES OR CONTRACTORS (FORM C)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured with Primary and Non-Contributory status in a written contract signed by both parties and executed prior to the commencement of operations.

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) scheduled above.

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

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

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

C. It is further agreed that coverage provided for the Additional Insured shown above shall be primary insurance and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects any claim, loss or liability arising out of your operations, and only if such claim, loss or liability is determined to be solely your negligence or responsibility.

All other terms and conditions remain the same.
EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Person or Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person(s) or organization(s) to whom the insured agrees, in a written contract, signed by both parties and executed prior to the commencement of operations to provide a waiver of transfer of rights of recovery.</td>
</tr>
</tbody>
</table>

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition of the respective coverage form(s) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above. This waiver shall not apply for occurrences resulting from the sole negligence of the person or organization shown in the schedule.

All other terms and conditions remain unchanged.
Construction Services for Coronado-Fremont Stormwater Improvements, Phase 2

Wilson Engineering will provide construction support services for the second phase of the Coronado-Fremont Stormwater Improvements project including site inspection. Wilson will also assist with survey and resolution of property boundaries to ensure that stormwater facilities are constructed within the easements.
MEMORANDUM

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Gray Stoyka, Natural Resources Manager
   Kirk N. Christensen, P.E., Stormwater Manager

RE: Contract for Construction Services for Coronado-Fremont Stormwater Improvements, Phase 2

DATE: May 29, 2014

Please find attached for your review and approval two (2) originals of a contract for services between Wilson Engineering, LLC, and Whatcom County for construction services related to the second phase of the Coronado-Fremont stormwater improvements project.

- **Background and Purpose**
  Wilson Engineering (Wilson) will provide construction support services including site inspection for Phase 2 of the Coronado-Fremont Stormwater Improvements project. Due to a busy construction season, County staff is not available to provide inspection services. The improvements include installation of stormwater facilities that are complex with areas located within easements on private properties. Wilson will also assist with survey and resolution of property boundaries to ensure that stormwater facilities are constructed within the easements.

Wilson Engineering was chosen through a competitive selection process.

- **Funding Amount and Source**
  This contract in the amount of $65,852 is funded by Public Works-Stormwater's 2014 base budget (cost center 123208).

Please contact Kirk at extension 50209 if you have any questions regarding this agreement.

Attachments
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works-Stormwater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Kirk Christensen, Stormwater Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Wilson Engineering, LLC</td>
</tr>
</tbody>
</table>

Is this a New Contract? **Yes**
Is this a grant agreement? **No**
Is this a New Contract? **Yes**
Is this a New Contract? **No**
Is this a New Contract? **Yes**
Is this a New Contract? **No**
Is this a New Contract? **Yes**
Is this a New Contract? **No**

Is this contract funded? **Yes**
Is this contract funded? **No**
Is this contract funded? **Yes**
Is this contract funded? **No**
Is this contract funded? **Yes**
Is this contract funded? **No**

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

Is contract require Council Approval? **Yes**
Is contract require Council Approval? **No**
Is contract require Council Approval? **Yes**
Is contract require Council Approval? **No**
Is contract require Council Approval? **Yes**
Is contract require Council Approval? **No**

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

Professional services agreement for certified/licensed professional
Contract work is for less than 120 days
Contract less than $100,000.
Contract for Commercial off the shelf items (COTS)
Contract work is all performed outside U.S.
Work related subcontract less than $25,000.
Interlocal Agreement (between Govt's)
Public Works - Local Agency/Federally Funded FHWA

Contract Amount: (sum of original contract amount and any prior amendments)
$ 65,852***
This Amendment Amount:
$ 
Total Amended Amount:
$

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

Summary of Scope:
Wilson Engineering will provide construction support services for Coronado-Fremont Stormwater Improvements, Phase 2, which include site inspection, survey, and resolution of property boundaries to ensure that stormwater facilities are constructed within the easements.

Term of Contract: Expiration Date: June 30, 2015

Contract Routing Steps & Signoff: [sign or initial][indicate date transmitted]
1. Prepared by: Remy McConnell Date 05/29/14 [electronic]
2. Attorney reviewed: Daniel L. Gibson Date 06/02/14 [electronic]
3. AS Finance reviewed: Date 06/03/14 [electronic]
4. IT reviewed if IT related: Date [electronic]
5. Corrections made: Date hard copy printed
6. Attorney signoff: Daniel L. Gibson Date 06/02/14 [electronic]
7. Contractor signed: Date 6-4-14
8. Submitted to Exec Office Date 6-5-14 [summary via electronic; hardcopies]
9. Council approved (if necessary) Date
10. Executive signed: Date
11. Contractor Original Returned to dept; Date
12. County Original to Council Date
CONTRACT FOR SERVICES
CONSTRUCTION SERVICES FOR CORONADO-FREMONT
STORMWATER IMPROVEMENTS, PHASE 2

WILSON ENGINEERING, 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 8
- Exhibit A (Scope of Work), pp. 9 to 11
- Exhibit B (Compensation), pp. 12 to 13
- Exhibit C (Certificate of Insurance)

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

The term of this Agreement shall commence on the 18th day of JUNE, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of JUNE, 2015.

The general purpose or objective of this Agreement is to: provide construction services including inspection, survey, and assisting with resolution of property boundaries for the Coronado-Fremont Stormwater Improvements project 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 SIXTY-FIVE THOUSAND, EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($65,852**). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

WILSON ENGINEERING, LLC

[Signature]

Andrew Law, P.E., Managing Member

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 4 day of June, 2014, before me personally appeared ANDREW LAW, to me known to be a MANAGING MEMBER of WILSON ENGINEERING, LLC, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

CHERYL J. PENDARVIS
NOTARY PUBLIC

Commission expires 08-28-2016

Contract for Services
Construction Services for Coronado-Fremont Stormwater Improvements, Phase 2
STATE OF WASHINGTON
COUNTY OF WHATCOM

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

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

CONTRACTOR INFORMATION:

WILSON ENGINEERING, LLC
Contact Name: Andrew Law, P.E., Managing Member

Address:
805 Dupont Street, Suite 7
Bellingham, WA 98225

Contact Phone: 360.733.6100
Contact Email: alaw@wilsonengineering.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

Contract for Services
Construction Services for Coronado-Fremont Stormwater Improvements, Phase 2
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

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

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to 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:

Frank M. Abart, Public Works Director, 322 N. Commercial Street, Suite 301, Bellingham, WA 98225

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

38.1 Certification of Public Works Contractor’s Status under State Law: Not Applicable
38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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

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

42.1 Disputes:

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

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

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

d. Arbitration:
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
Construction Services for Coronado-Fremont Stormwater Phase 2

Background
This scope of work is for the construction phase of stormwater retrofit projects. The project consists of stream channel stabilization on Coronado Avenue (which is Bid Schedule A) and stormwater treatment facilities on Fremont Street (which is Bid Schedule B). Schedule A work includes construction of a realigned and stabilized stream channel, a culvert headwall, riparian plantings, and other miscellaneous construction. Schedule B work includes installation of a stormwater canister treatment vault, pretreatment manhole, excavation, embankment and trench backfill, and stormwater piping.

Purpose and Need for Construction Observation Services
It will be essential to have a capable onsite construction observer who can document work and ensure that the contractor executes the project per the bid documents.

Purpose and Need for Construction Phase Engineering Services
Due to the sensitive nature and complexity of the construction of this project and the tight schedule, it will be very beneficial to have the project engineer heavily involved with the construction phase to ensure that the project goes well. Due to the steepness of the channel being stabilized, engineer oversight will be critical to ensure that grading and materials installation is completed such that none of the slopes will be prone to undermining or other modes of failure. Proper survey staking of the channel will critical to success of the installation.

Scope of Work
The work described above and in the following sections constitutes services to be provided by Wilson Engineering to the County.

PHASE 1-A. ONSITE CONSTRUCTION OBSERVATION SERVICES
PHASE 1-B. CONSTRUCTION PHASE ENGINEERING SERVICES

Subtasks are described for each phase. Similar subtasks are described together but listed separately in the fee estimate exhibit.

Schedule and Budget
Construction phase services will be completed in a timely fashion as needed to keep the construction on schedule for completion by September 30, 2014. The attached Exhibit B (spreadsheet) gives the basis for the not-to-exceed estimate of $65,852 for these professional services. All work will be performed on a time and materials basis at the personnel and expense rates shown in Exhibits B and B-1.
PHASE 1-A. ONSITE CONSTRUCTION OBSERVATION SERVICES

Work consists of onsite construction observation and related tasks including:

Subtask 1 Attend pre-construction meeting and project initiation/coordination meetings

Subtask 2 On-site construction observation (30 days)
- Daily reports
- Coordinate scheduling with Contractor and Engineer
- Attend project meetings
- Document Contractor employees and Subcontractor employees on site
- Document equipment on site
- Project Diary
- Photo documentation
- Document progress
- Document material quantities, sources, certification, testing
- Track Contractor’s schedule and Working Days

Subtask 3 Project closeout procedures
- Assist with punch list and final acceptance of work
- Assist with record drawings
- Compile photo documentation and daily reports for electronic and print submittal

Subtask 4 Project Management

PHASE 1-B. CONSTRUCTION PHASE ENGINEERING AND SURVEYING

Work consists of construction phase engineering including:

Subtask 1 Daily communications with Contractor and County staff
This task includes day-to-day communications with the contractor and county staff and the inspector. Correspondence includes emails, letters, transmittals, and telephone conversations.

Subtask 2 Public relations
This task includes informal and formal meetings with neighbors and providing project information.

Subtask 3 Survey Staking and As-built Survey
Provide all needed construction staking for Stream Channel Project and Fremont Street Stormwater Project. Provide as-built survey of structures.

Subtask 4 Process construction submittals
Receive, track, review and approve all submittals from the Contractor.

Subtask 5 Review requests for substitutions
Receive, track, research, review and approve all requests for substitutions from the Contractor.

Subtask 6 Review change orders
Receive, track, review, and approve all change orders from the Contractor.
Subtask 7  Review contractor's testing & inspection results

Subtask 8  Site visits
This task includes up to 10 site visits, which include time for travel, on-site work, follow-up and documentation with text and photos.

Subtask 9  Project meetings
The project engineer will participate in up to 6 weekly meetings including the preconstruction meeting.

Subtask 10  Review Daily Reports
Review daily reports and report to County on review findings.

Subtask 11  Review pay requests
Review and recommend for payment up to 4 pay requests.

Subtask 12  Review punch list work for compliance

Subtask 13  Record drawings, project closeout
Prepare record drawings based on Contractor and County provided as-built data. Provide all records to the County.

DELIVERABLES FOR SCOPE OF WORK:

1. Daily reports
2. Construction observation photos
3. Submittal reviews
4. Substitution request reviews
5. Change order reviews
6. Contractor's testing & inspection results review
7. Correspondence
8. Record Drawings
9. Project closeout documents
### EXHIBIT "B"
(Compensation)

<table>
<thead>
<tr>
<th>Phase</th>
<th>Task ID</th>
<th>Task</th>
<th>Senior Engr</th>
<th>Project Engr</th>
<th>Engr</th>
<th>Senior Constr</th>
<th>Survey PLS</th>
<th>Sr. Survey Tech</th>
<th>Survey Crew</th>
<th>Task Estimated Cost</th>
<th>Total Est Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1-A Onsite Observation Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Precon Meeting and Project Initiation</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 On-site observation/reporting (30 days)</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$22,600</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Project closeout procedures*</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,050</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 Project Management</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$264</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SUBTOTAL</strong></td>
<td><strong>2</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>326</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>$24,714</strong></td>
<td><strong>328</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1-B Construction Phase Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Daily communications with Contractor and County staff</td>
<td>15</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,580</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Public relations</td>
<td>8</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,538</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Survey Staking, As-built Survey</td>
<td>5</td>
<td>14</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$9,410</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 Process construction submittals</td>
<td>8</td>
<td>14</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,144</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 Review requests for substitutions</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,248</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 Review change orders</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,019</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7 Review contractor's testing &amp; insp. results</td>
<td>2</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,244</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 Site visits (10 visits)</td>
<td>25</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,100</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>9 Project meetings (6)</td>
<td>12</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,744</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 Review Daily Reports</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,008</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>11 Review pay requests (4)</td>
<td>6</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,752</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>12 Review punch list work for compliance</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,008</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>13 Record drawings, project closeout</td>
<td>4</td>
<td>4</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,368</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SUBTOTAL</strong></td>
<td><strong>100</strong></td>
<td><strong>123</strong></td>
<td><strong>4</strong></td>
<td><strong>40</strong></td>
<td><strong>0</strong></td>
<td><strong>5</strong></td>
<td><strong>14</strong></td>
<td><strong>44</strong></td>
<td><strong>330</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL ESTIMATE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$65,852</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Budget Narrative**

Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 5%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.
Exhibit B-1
Compensation

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided below. Compensation for engineering, planning, and surveying professional services shall be for time and expenses not to exceed $65,852, as outlined below and in Exhibits A and B, based on work performed in satisfactory fulfillment of all items listed and receipt of deliverables.

Work continuing after the completion date of this contract shall be at the Contractor's expense unless otherwise agreed to in writing. In no event shall total compensation paid to Contractor by the County under this contract exceed $65,852 for engineering, planning, surveying and design professional services unless the contract is modified in this regard and such amendment executed in writing by the parties hereto.

Where professional services are provided on an hourly basis, the following rates shall apply to cover salaries, taxes, insurance, administration, general overhead, and profit:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Engineer, PE</td>
<td>$132</td>
</tr>
<tr>
<td>Project Engineer, PE</td>
<td>$120</td>
</tr>
<tr>
<td>Engineer II, PE</td>
<td>$110</td>
</tr>
<tr>
<td>Engineer I, EIT</td>
<td>$102</td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$98</td>
</tr>
<tr>
<td>Senior CAD Design Technician</td>
<td>$85</td>
</tr>
<tr>
<td>CAD Design Technician</td>
<td>$75</td>
</tr>
<tr>
<td>Clerical</td>
<td>$70</td>
</tr>
<tr>
<td>Inspector</td>
<td>$75</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Survey Technician</td>
<td>$95</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>$75</td>
</tr>
<tr>
<td>GIS Mapping Technician</td>
<td>$110</td>
</tr>
<tr>
<td>1-Person Survey Crew</td>
<td>$120</td>
</tr>
<tr>
<td>2-Person Survey Crew</td>
<td>$170</td>
</tr>
<tr>
<td>3-Person Survey Crew</td>
<td>$210</td>
</tr>
</tbody>
</table>

Sub-consultants - reimbursed at cost plus 5%
Direct expenses (reimbursed at cost plus 5%) include but are not limited to the following:
- Reproduction of drawings and construction documents
- Postage and shipping
- Specialized Equipment Rental, at rental rate
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

PRODUCER
Rice Insurance LLC
1400 Broadway
P.O. Box 639
Bellingham, WA 98227

INSURED
Wilson Engineering LLC
805 Dupont Street Suite #7
Bellingham, WA 98225

COVERAGES

<table>
<thead>
<tr>
<th>INSURANCE TYPE</th>
<th>SUB-INSURANCE</th>
<th>POLICY NUMBER</th>
<th>ISSUE</th>
<th>EXPIRE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>COM. GEN. LIABILITY CLAIMS-MADE X OCCUR</td>
<td>C09165897</td>
<td>4/1/2014</td>
<td>4/1/2015</td>
<td>EACH OCCURRENCE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $ 100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $ 5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $ 2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPO OPER AGG $ 2,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS</td>
<td>C09165897</td>
<td>4/1/2014</td>
<td>4/1/2015</td>
<td>COMBINED SINGLE LIMIT $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $ 5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $ 2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MEDICAL EXPENSE $ 5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $ 2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $ 2,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 185, Additional Remarks Schedule, if more space is required)

Additionally insured form CG816 12/03 attached. Project: Construction Services for Coronado-Fremont Stormwater Phase 2

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE
Ron Thorneycroft/RMF
COMMERCIAL GENERAL LIABILITY
CG 84 16 12 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY
MASTER PAK PLUS®
FOR CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

SUBJECT

Page
BLANKET ADDITIONAL INSURED (OWNERS, LESSEES, CONTRACTORS OR LESSORS) 2
FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT 3
NON-OWNED WATERCRAFT 4
SUPPLEMENTARY PAYMENTS (BAIL BONDS) 4
PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION 5
AGGREGATE LIMITS (PER LOCATION) 5
AGGREGATE LIMITS (PER PROJECT) 5
VOLUNTARY PROPERTY DAMAGE COVERAGE 6
OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE 6
NEWLY FORMED OR ACQUIRED ORGANIZATIONS 7
DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT 7
BODILY INJURY (MENTAL ANGUISH) 8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS 8
MEDICAL PAYMENTS 8
BROAD NAMED INSURED 8
BROADENED MOBILE EQUIPMENT 8
INCIDENTAL MALPRACTICE LIABILITY 8
NON-OWNED AIRCRAFT 9
PROPERTY DAMAGE - ELEVATORS 9

Includes copyrighted material of ISO Properties, Inc., with its permission.
ISO Properties, Inc., 2003

Page 1 of 9

128
1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
   (Includes a Primary/Non-Contributory provision)

   **Who Is An Insured - Section II** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

   The insurance provided the additional insured is limited as follows:

   A. The person or organization is only an additional insured with respect to liability:

      1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or

      2. Caused in whole or in part by your ongoing operations performed for that insured.

   The insurance provided the additional insured in 1.A.2. above does not apply to:

   a. **Coverage A - Bodily Injury and Property Damage Liability, Coverage B - Personal and Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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

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

   b. "Bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

   B. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

   C. The insurance provided the additional insured does not apply to the liability resulting from the sole negligence of the additional insured.
D. As respects the coverage provided to the additional insured under this endorsement, Section IV- Conditions is amended as follows:

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

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

   a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to Condition 3. Legal Action Against Us:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph a., Primary Insurance of Condition 4. Other Insurance:

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

4. The following is added to Paragraph b., Excess Insurance of Condition 4. Other Insurance:

Except as provided in Paragraph 4.a. Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If Damage To Premises Rented To You under Coverage A is not otherwise excluded from this policy, the following applies:

A. The last paragraph of 2. Exclusions of Section I - Coverage A is replaced by the following:

If Damage To Premises Rented To You is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while 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 III - Limits Of Insurance.
B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to 5. above, the higher of $300,000 or the Damage To Premises Rented To You Limit shown in the Summary of Limits and Charges section of this policy is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph b.(1)(b) of Condition 4. Other Insurance (Section IV – Conditions) is replaced by the following:

(1) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph 9.a. of the definition of "insured contract" in Section V- Definitions is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to Section V - Definitions:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

1. Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
2. Rupture or bursting of water pipes;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
4. Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph g.(2) of Paragraph 2., Exclusions of Section I - Coverage A is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and
(b) Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the Supplementary Payments - Coverages A and B provision:

The limit for the cost of bail bonds in Paragraph 1.b. is changed from $250 to $1000.
5. PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION

Paragraphs 14.b., d. and e. of Section V - Definitions are replaced by the following:

b. Malicious prosecution or abuse of process;

d. Oral, written, televised, videotaped 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, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph 14. "Personal and Advertising Injury" of Section V - Definitions:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) An insured; or

(b) Any "executive officer" director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs b. and c. of 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your projects away from premises owned by or rented to you.

Includes copyrighted material of ISO Properties, Inc., with its permission.

ISO Properties, Inc., 2003

CG 84 16 12 03
8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is $500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections B., C., D. and E. below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
   (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
   (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this Section 9. is $25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this Section 9. because of "property damage" is an annual aggregate limit of $25,000.

The Limits Of Insurance provided under this Section 9. are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds $250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than $250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.
10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

A. Paragraph 4. of Section II - Who Is An Insured is deleted and replaced by the following:

4. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:
   a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
   b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before the entity was acquired or incorporated or organized by you.
   c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before the entity was acquired or incorporated or organized by you.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

B. This Section 10. does not apply to newly formed or acquired organizations if coverage is excluded either by provisions of the Coverage Part or by other endorsement(s) attached to it.

11. **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

A. The requirements in Section IV - Conditions, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in Section IV - Conditions Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".
12. **BODILY INJURY**

Paragraph 3. of the definition of "bodily injury" in the Section V - Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

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

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

14. **MEDICAL PAYMENTS**

If Coverage C Medical Payments is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

A. $10,000; or
B. The amount shown in the Declarations.

15. **BROAD NAMED INSURED**

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

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services to your employees.

16. **BROADENED MOBILE EQUIPMENT**

Paragraph 12.f.(1) of Section V - Definitions is replaced by the following:

(1) Equipment designed primarily for:

(a) Snow removal;
(b) Road maintenance, but not construction or resurfacing; or
(c) Street cleaning provided that vehicles have a Gross Vehicle Weight of 1,000 pounds or greater;

17. **INCIDENTAL MALPRACTICE LIABILITY**

Paragraph 3. of Section V - Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, disease or "incidental medical malpractice" sustained by a person, including mental anguish or death resulting from any of these at any time.

The following is added to Section V - Definitions:

23. "Incidental medical malpractice" means injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services to your employees, provided you are not engaged in the business or occupation of providing any services referred to in this definition.
18. NON-OWNED AIRCRAFT

The following is added to Subparagraph g. of 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability:

(6) An aircraft with a paid crew, that is hired, chartered or loaned but is not owned by any insured.

19. PROPERTY DAMAGE - ELEVATORS

The following is added to Subparagraph j. of 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to damages that result from the use of elevators.

All other terms and conditions of your policy remain unchanged.
## Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers, Inc.

**ATTACHMENTS:**
1. Cover Memo
2. Agenda Bill
3. Contract Information Sheet
4. Local Agency Standard Consultant Agreement

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

Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers, Inc. for design of painting system and creation of plans and specifications for the Slater Road/Nooksack River Bridge No. 512 Painting project.
MEMORANDUM

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

Through: Frank M. Abart, Director

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

Date: June 2, 2014

Subject: Nooksack River Bridge #512 Painting
CRP 913005, BHS-G370(002)
Local Agency Standard Consultant Agreement with Sargent Engineers, Inc.

Enclosed for your review and signature are two (2) originals of a Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers, Inc.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement with Sargent Engineers, Inc. to provide the design of the paint system and the plans and specifications for the painting of the Slater Road/Nooksack River Bridge No. 512.

Background and Purpose
The Slater Road/Nooksack River Bridge No. 512 is a steel through truss bridge originally built in 1957. The superstructure is showing signs of rust and peeling paint and is in need of repainting. Whatcom County has been awarded $1,814,000 in federal bridge rehabilitation funds for this painting project.

This proposed Local Agency Standard Consultant Agreement will provide for the design of the paint system, field inspection of the bridge to determine painting requirements and prepare the plans, specifications and estimates for the bridge painting project. To be added by supplement after design will be provision for the Consultant to provide technical assistance during painting along with field inspection of construction related to removal and replacement of the bridge paint system.

Funding Amount and Source
The not-to-exceed amount for this contract is $28,449.49. This work is included in the 2014 Annual Construction Program under Item No. 15 titled Slater Road/Nooksack River Bridge No. 512, Painting.

Please contact Doug Ranney at extension 50269 if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works - Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>James E Lee, P.E., Engineering Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Sargent Engineers, Inc.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Gov'ts)
- Public Works - Local Agency/Federally Funded FHWA
- Contracts that require Council Approval (incl. agenda bill & memo)
  - Professional Services Agreement above $20,000.
  - Bid is more than $40,000.
  - Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

**Contract Amount:**
- Original contract amount and any prior amendments: $28,449.49
- This Amendment Amount: $N/A
- Total Amended Amount: $28,449.49

**Summary of Scope:**
This contract will provide for the design of the paint system, field inspection of the bridge to determine painting requirements and preparation of the plans, specifications and estimates for the bridge painting project. To be added by supplement after the design is complete will be provision for the Consultant to provide technical assistance during the construction phase including the field inspection of construction related to removal and replacement of the bridge paint.

**Term of Contract:** Completion of Project

**Expiration Date:** December 31, 2015

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>D. Ranney</td>
<td>Date: May 28, 2014</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>D. Gibson</td>
<td>Date: May 28, 2014</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>B. Bennett</td>
<td>Date: May 29, 2014</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>D. Ranney</td>
<td>Date: May 29, 2014</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Daniel F. Gibson</td>
<td>Date: 06/05/14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>Sargent Engineers</td>
<td>Date: May 30, 2014</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 6-5-14</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>
Local Agency
Standard Consultant Agreement

[ ] Architectural/Engineering Agreement
[ ] Personal Services Agreement

Agreement Number

Federal Aid Number

Agreement Type (Choose one)

[ ] Lump Sum
  Lump Sum Amount $ 

[ ] Cost Plus Fixed Fee
  Overhead Progress Payment Rate %
  Overhead Cost Method
    [ ] Actual Cost
    [ ] Actual Cost Not To Exceed %
    [ ] Fixed Overhead Rate %
  Fixed Fee $ 

[ ] Specific Rates Of Pay
  [ ] Negotiated Hourly Rate
  [ ] Provisional Hourly Rate

[ ] Cost Per Unit of Work

Project Title And Work Description
Nooksack River Bridge #512 Painting

Index of Exhibits (Check all that apply):

[ ] Exhibit A-1 Scope of Work
[ ] Exhibit A-2 Task Order Agreement
[ ] Exhibit B-1 DBE Utilization Certification
[ ] Exhibit C Electronic Exchange of Data
[ ] Exhibit D-1 Payment - Lump Sum
[ ] Exhibit D-2 Payment - Cost Plus
[ ] Exhibit D-3 Payment - Hourly Rate
[ ] Exhibit D-4 Payment - Provisional
[ ] Exhibit E-1 Fee - Lump/Fixed/Unit
[ ] Exhibit E-2 Fee - Specific Rates
[ ] Exhibit F Overhead Cost
[ ] Exhibit G Subcontracted Work
[ ] Exhibit G-1 Subconsultant Fee
[ ] Exhibit G-2 Fee-Sub Specific Rates
[ ] Exhibit G-3 Sub Overhead Cost
[ ] Exhibit H Title VI Assurances
[ ] Exhibit I Payment Upon Termination of Agreement
[ ] Exhibit J Alleged Consultant Design Error Procedures
[ ] Exhibit K Consultant Claim Procedures
[ ] Exhibit L Liability Insurance Increase
[ ] Exhibit M-1a Consultant Certification
[ ] Exhibit M-1b Agency Official Certification
[ ] Exhibit M-2 Certification - Primary
[ ] Exhibit M-3 Lobbying Certification
[ ] Exhibit M-4 Pricing Data Certification
[ ] App. 31.910 Supplemental Signature Page

THIS AGREEMENT, made and entered into this ___ day of ____________, 2014, between the Local Agency of _____ Whatcom County ______, Washington, hereinafter called the “AGENCY”, and the above organization hereinafter called the “CONSULTANT”. 

Page 1 of 8
WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work
The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT.

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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’S “DBE Program Participation Plan”. The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT’S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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.”

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.
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 be completed by the date shown in the heading of this AGREEMENT under 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 or 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 work and services rendered under this AGREEMENT as provided in Exhibit “D” attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY’S PROJECT Manager.

VI Sub-Contracting
The AGENCY permits sub-contracts for those items of work as shown in Exhibit “G” attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit “G.”

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment
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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination
During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et seq.)

49 CFR Part 21
23 CFR Part 200
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 “H” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “H” 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 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 as shown in Exhibit “I” for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 it's employee's default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI Disputes
Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction
In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such 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 to such action shall 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.
XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT’S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT’S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT’S negligence or the negligence of the CONSULTANT’S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT’S own employees against 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.

Unless otherwise specified in the 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 the 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 written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000) per occurrences and two million dollars ($2,000,000) in the aggregate for each policy period.
C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million ($1,000,000) dollars, whichever is the greater, unless modified by Exhibit “L”. In no case shall the CONSULTANT’S professional liability to third parties be limited in any way.
The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work
A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the 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.

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

XVI Federal and State Review
The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency
Attached hereto as Exhibit “M-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “M-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “M-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “M-4” Certificate of Current Cost or Pricing Data. Exhibit “M-3” is required only in AGREEMENTS over $100,000 and Exhibit “M-4” is required only in AGREEMENTS over $500,000.

XVIII 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.
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.

By [Signature] By See Attached Signature Sheet

Consultant Sargent Engineers, Inc. Agency Whatcom County
Executed by Whatcom County this ___ day of ____________, 20__.

By: _____________________________
    Jack Louws
    Whatcom County Executive

STATE OF WASHINGTON )
) ss.
COUNTY OF WHATCOM )

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

________________________________
Notary Public, in and for the
State of Washington, residing at:

________________________________
My commission expires: _____________________________

Approved as to form: Daniel L. Gibson
Chief Civil Deputy Prosecutor
OBJECTIVE

The objective of this Agreement is to provide professional services necessary for the preparation of the plans, specifications, and estimate; and provide construction technical assistance for the painting of the bridge that carries Slater Road over the Nooksack River. The bridge is a single span steel truss bridge.

SERVICES

The Consultant will design the paint system, and prepare the plans, specifications and estimate for the bridge painting project. In addition, the Consultant will provide technical assistance during the painting of the bridge. The County will provide the environmental permits, and manage the construction.

PLANS SPECIFICATIONS AND ESTIMATE

The Consultant will attend a project kickoff meeting in Whatcom County to discuss project objectives, schedules, and any other project related information. The Consultant will then inspect the bridge to quantify the amount of steel that has to be blasted to bare metal, the amount of pack rust removal and the amount of caulking that needs to be performed. The Consultant will use the County provided 2012 load rating of the structure to determine what weight of paint scaffolding can be placed on the bridge while traffic is still using the bridge. The Consultant will then prepare the plans, specifications, and estimate in Washington State Department of Transportation format consistent with recent State bid projects. At a minimum, this shall include the following:

1) Cover sheet (1 sheet)
2) Quantities sheet (1 sheet)
3) Bridge layout (1 sheet)
4) Traffic control plan and staging (1 sheet)
5) Details sheet and repairs (1 sheet)
6) Project specifications in WSDOT format
7) Construction cost estimate

Once the County reviews the documents, revisions will be made to the documents to coordinate the documents to the County and environmental requirements for the project. Review submittals will be transferred electronically at 60% and 90% complete. Comments on progress submittals will be incorporated into designs.

CONSTRUCTION ASSISTANCE (For Future Supplement)

The Consultant will assist the County during construction. This assistance will include the following:

1) Reviewing paint submittals
2) Reviewing containment submittals
3) Reviewing scaffolding submittals
4) Reviewing disposal plan for material removed from the bridge
5) Reviewing surface preparation
6) Reviewing all components of the Painting Plan as called out in Section 6.07.3(2) of the Standard Specifications
7) Reviewing other pertinent submittals as necessary
8) Reviewing paint application environment
9) Reviewing and inspecting paint application
10) Reviewing and inspecting dry film thickness

INSURANCE REQUIREMENTS

Consultant insurance provided will identify Whatcom County as an additional insured. The insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
Exhibit C
Electronic Exchange of Engineering and Other Data

Whatcom County shall specify what software to use for the exchange of data at the start of the project. They shall specify the version of AutoCAD Civil 3D as well as the versions of WORD and EXCEL.
Exhibit D-3
Payment (Negotiated Hourly Rate)

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

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit “E” and “F” attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. 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 sub-consultant costs.

   a. Air or train travel will be reimbursed only to economy class levels 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 AGENCY’S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 “Travel Costs.”

   b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

   c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

   d. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, “Extra Work.”
4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit “E”, 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 PROJECT at the time of the interview.

6. 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 work 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) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
### Exhibit E-1
**Consultant Fee Determination**

**Project:** Nooksack River Bridge #512 Painting

<table>
<thead>
<tr>
<th>Task</th>
<th>Principal Rate</th>
<th>Senior Project Engineer</th>
<th>Senior Engineer</th>
<th>Project Engineer</th>
<th>Design Engineer</th>
<th>Drafter II</th>
<th>Business Manager</th>
<th>Clerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate:</td>
<td>$154.64</td>
<td>$119.57</td>
<td>$127.54</td>
<td>$114.79</td>
<td>$89.28</td>
<td>$83.70</td>
<td>$122.76</td>
<td>$70.15</td>
</tr>
<tr>
<td>Project Management</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Meeting</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect Bridge</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permissible Construction Loads</td>
<td>25</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Plans</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Specifications</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Estimate</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate Contract Package with County</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modify Contract Package</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Coordination with County</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Plans, Specifications, and Estimate</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Support (to be covered in a supplement)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>67</td>
<td>84</td>
<td>60</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Salary Costs</td>
<td>$25,160.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>1254 miles</td>
<td>$0.56</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subconsultant Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Exhibit E-1 Page 1
## Exhibit E-1
### Consultant Fee Determination

Project: Nooksack River Bridge #512 Painting

<table>
<thead>
<tr>
<th>Task</th>
<th>Principal</th>
<th>Senior Project Engineer</th>
<th>Senior Engineer</th>
<th>Project Engineer</th>
<th>Design Engineer</th>
<th>Drafter II</th>
<th>Business Manager</th>
<th>Clerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate:</td>
<td>$154.64</td>
<td>$119.57</td>
<td>$127.54</td>
<td>$114.79</td>
<td>$89.28</td>
<td>$83.70</td>
<td>$122.76</td>
<td>$70.15</td>
</tr>
</tbody>
</table>

Custom Coating Consultants (to be covered in a supplement)

| Grand Total         |           |                         |                 |                  |                |            |                  |          |
# Exhibit E-2

## Consultant Fee Determination

*(Specific Rates of Pay)*

### Fee Schedule

<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead @</th>
<th>Profit @</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$48.50</td>
<td>$92.64</td>
<td>$13.51</td>
<td>$154.64</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$37.50</td>
<td>$71.63</td>
<td>$10.44</td>
<td>$119.57</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$40.00</td>
<td>$76.40</td>
<td>$11.14</td>
<td>$127.54</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$36.00</td>
<td>$68.76</td>
<td>$10.03</td>
<td>$114.79</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$28.00</td>
<td>$53.48</td>
<td>$7.80</td>
<td>$89.28</td>
</tr>
<tr>
<td>Drafter II</td>
<td>$26.25</td>
<td>$50.14</td>
<td>$7.31</td>
<td>$83.70</td>
</tr>
<tr>
<td>Business Manager</td>
<td>$38.50</td>
<td>$73.54</td>
<td>$10.72</td>
<td>$122.76</td>
</tr>
<tr>
<td>Clerical</td>
<td>$22.00</td>
<td>$42.02</td>
<td>$6.13</td>
<td>$70.15</td>
</tr>
</tbody>
</table>
March 19, 2013

Janice Smith, Business Manager
Sargent Engineers, Inc.
320 Ronlee Ln NW
Olympia WA, 98502-9241

Re: Sargent Engineers Inc. Indirect Cost Rate Schedule
Fiscal Year End December 31, 2012

Dear Ms. Smith:

We have completed a desk review of your Indirect Cost Rate schedule for the above referenced fiscal year. Our review included the documentation provided by Sargent Engineers Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Sargent Engineers Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Sargent Engineers Inc. Indirect Cost Rate for the fiscal year ending December 31, 2012, at 191.00% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's Indirect Cost Rate schedule to our office or to your CPA firm, please submit either your internally prepared Compensation Analysis, or the National Compensation Matrix (NCM) worksheet.

If you, or any representatives of Sargent Engineers Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:lt
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File
# Sargent Engineers Inc
## Indirect Cost Rate Schedule
### For Year End December 31, 2012

<table>
<thead>
<tr>
<th>Description</th>
<th>FS Amount</th>
<th>Sargent Adjustments</th>
<th>WSDOT Adjustments</th>
<th>Ref</th>
<th>Accepted Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Labor Base</strong></td>
<td>$511,601</td>
<td>$263</td>
<td>$263</td>
<td>h, u</td>
<td>$511,601</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Indirect Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fringe Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacations</td>
<td>$58,895</td>
<td></td>
<td></td>
<td></td>
<td>$58,895</td>
<td>11.51%</td>
</tr>
<tr>
<td>Holidays</td>
<td>29,816</td>
<td></td>
<td></td>
<td></td>
<td>29,816</td>
<td>5.83%</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>20,883</td>
<td></td>
<td></td>
<td></td>
<td>20,883</td>
<td>4.08%</td>
</tr>
<tr>
<td>Employer FICA</td>
<td>72,337</td>
<td></td>
<td></td>
<td></td>
<td>72,337</td>
<td>14.14%</td>
</tr>
<tr>
<td>FUTA</td>
<td>760</td>
<td></td>
<td></td>
<td></td>
<td>760</td>
<td>0.15%</td>
</tr>
<tr>
<td>SUTA</td>
<td>2,916</td>
<td></td>
<td></td>
<td></td>
<td>2,916</td>
<td>0.57%</td>
</tr>
<tr>
<td>Workers Comp</td>
<td>5,813</td>
<td></td>
<td></td>
<td></td>
<td>5,813</td>
<td>1.14%</td>
</tr>
<tr>
<td>Workers Comp OREGON</td>
<td>2,159</td>
<td></td>
<td></td>
<td></td>
<td>2,159</td>
<td>0.42%</td>
</tr>
<tr>
<td>Employer Health</td>
<td>127,896</td>
<td>(1,572)</td>
<td></td>
<td></td>
<td>127,896</td>
<td>25.00%</td>
</tr>
<tr>
<td>Employer Retirement</td>
<td>45,875</td>
<td></td>
<td></td>
<td></td>
<td>45,875</td>
<td>8.97%</td>
</tr>
<tr>
<td>Fringe Associated with Unallowable Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,572)</td>
<td>-0.31%</td>
</tr>
<tr>
<td><strong>Total Fringe Benefits</strong></td>
<td>$367,351</td>
<td></td>
<td></td>
<td></td>
<td>$365,778</td>
<td>71.50%</td>
</tr>
<tr>
<td><strong>General Overhead</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonuses</td>
<td>$107,473</td>
<td>($73)</td>
<td></td>
<td>h, n</td>
<td>$107,400</td>
<td>20.99%</td>
</tr>
<tr>
<td>Payroll Variance</td>
<td>(1,970)</td>
<td></td>
<td></td>
<td></td>
<td>(1,970)</td>
<td>-0.39%</td>
</tr>
<tr>
<td>Staff Payroll</td>
<td>102,065</td>
<td>(19,372)</td>
<td>$9</td>
<td>h,k,t,u</td>
<td>82,703</td>
<td>16.17%</td>
</tr>
<tr>
<td>Principal Payroll</td>
<td>121,466</td>
<td>(13,728)</td>
<td>k,t</td>
<td></td>
<td>107,738</td>
<td>21.06%</td>
</tr>
<tr>
<td>Bid and Proposal (reclassified)</td>
<td>0</td>
<td>29,042</td>
<td></td>
<td>t</td>
<td>29,042</td>
<td>5.68%</td>
</tr>
<tr>
<td>State B&amp;O Tax</td>
<td>33,975</td>
<td></td>
<td></td>
<td></td>
<td>33,975</td>
<td>6.64%</td>
</tr>
<tr>
<td>City B&amp;O Tax</td>
<td>346</td>
<td></td>
<td></td>
<td></td>
<td>346</td>
<td>0.07%</td>
</tr>
<tr>
<td>County Prop. Tax</td>
<td>992</td>
<td></td>
<td></td>
<td></td>
<td>992</td>
<td>0.19%</td>
</tr>
<tr>
<td>Oregon Corp Tx</td>
<td>234</td>
<td></td>
<td></td>
<td></td>
<td>234</td>
<td>0.05%</td>
</tr>
<tr>
<td>Tri-Met Tax Oregon</td>
<td>117</td>
<td></td>
<td></td>
<td></td>
<td>117</td>
<td>0.02%</td>
</tr>
<tr>
<td>UT, MT, and ID Corp Tax</td>
<td>344</td>
<td></td>
<td></td>
<td></td>
<td>344</td>
<td>0.07%</td>
</tr>
<tr>
<td>Rent</td>
<td>113,794</td>
<td>(17,569)</td>
<td></td>
<td>b</td>
<td>96,225</td>
<td>18.81%</td>
</tr>
<tr>
<td>Utilities</td>
<td>9,404</td>
<td></td>
<td></td>
<td></td>
<td>9,404</td>
<td>1.84%</td>
</tr>
<tr>
<td>Telephone &amp; Internet</td>
<td>11,448</td>
<td></td>
<td></td>
<td></td>
<td>11,448</td>
<td>2.24%</td>
</tr>
<tr>
<td>Repairs, Maint.</td>
<td>4,497</td>
<td></td>
<td></td>
<td></td>
<td>4,497</td>
<td>0.88%</td>
</tr>
<tr>
<td>Supplies</td>
<td>8,888</td>
<td></td>
<td></td>
<td></td>
<td>8,888</td>
<td>1.74%</td>
</tr>
<tr>
<td>Misc Equipment</td>
<td>4,344</td>
<td>(1,232)</td>
<td></td>
<td>j</td>
<td>3,113</td>
<td>0.61%</td>
</tr>
<tr>
<td>Software Pur. &amp; Lic (Updates)</td>
<td>29,749</td>
<td></td>
<td></td>
<td></td>
<td>29,749</td>
<td>5.81%</td>
</tr>
<tr>
<td>Dues, Subs, &amp; Books</td>
<td>6,632</td>
<td>(15)</td>
<td></td>
<td>g</td>
<td>6,617</td>
<td>1.29%</td>
</tr>
<tr>
<td>Seminars and Training</td>
<td>5,061</td>
<td></td>
<td></td>
<td></td>
<td>5,061</td>
<td>0.99%</td>
</tr>
<tr>
<td>Prof. Reg. and Lic.</td>
<td>5,280</td>
<td></td>
<td></td>
<td></td>
<td>5,280</td>
<td>1.03%</td>
</tr>
<tr>
<td>Vehicle Maint. &amp; Insur.</td>
<td>6,896</td>
<td>(6,896)</td>
<td></td>
<td>s</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Travel</td>
<td>6,751</td>
<td>(2,347)</td>
<td>o,t</td>
<td></td>
<td>4,403</td>
<td>0.86%</td>
</tr>
<tr>
<td>Meals and Ent.</td>
<td>2,297</td>
<td>(1,834)</td>
<td>p,l</td>
<td></td>
<td>463</td>
<td>0.09%</td>
</tr>
<tr>
<td>Advertising</td>
<td>1,031</td>
<td>(1,031)</td>
<td>c</td>
<td></td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Repo, Photo, Other Servi</td>
<td>2,918</td>
<td></td>
<td></td>
<td></td>
<td>2,918</td>
<td>0.57%</td>
</tr>
<tr>
<td>Shipping</td>
<td>2,231</td>
<td></td>
<td></td>
<td></td>
<td>2,231</td>
<td>0.44%</td>
</tr>
<tr>
<td>Cleaning</td>
<td>4,230</td>
<td></td>
<td></td>
<td></td>
<td>4,230</td>
<td>0.83%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>2,786</td>
<td>(2,730)</td>
<td></td>
<td>f,m</td>
<td>56</td>
<td>0.01%</td>
</tr>
</tbody>
</table>
Sargent Engineers Inc  
Indirect Cost Rate Schedule  
For Year End December 31, 2012

<table>
<thead>
<tr>
<th>Description</th>
<th>FS Amount</th>
<th>Sargent Adjustment</th>
<th>WSDOT Adjustments</th>
<th>Ref</th>
<th>Accepted Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Liability Inv</td>
<td>42,808</td>
<td></td>
<td></td>
<td></td>
<td>42,808</td>
<td>8.37%</td>
</tr>
<tr>
<td>General Liab Insurance</td>
<td>7,516</td>
<td></td>
<td></td>
<td></td>
<td>7,516</td>
<td>1.47%</td>
</tr>
<tr>
<td>Life Insurance FARU</td>
<td>1,428</td>
<td>(1,428)</td>
<td>d</td>
<td></td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Charitable Cont. FARU</td>
<td>1,000</td>
<td>(1,000)</td>
<td>e</td>
<td></td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Equipment, Dep</td>
<td>2,291</td>
<td></td>
<td></td>
<td></td>
<td>2,291</td>
<td>0.45%</td>
</tr>
<tr>
<td>Software, Dep</td>
<td>3,269</td>
<td></td>
<td></td>
<td></td>
<td>3,269</td>
<td>0.64%</td>
</tr>
<tr>
<td><strong>Total General Overhead</strong></td>
<td>$651,591</td>
<td>($40,214)</td>
<td>$9</td>
<td></td>
<td>$611,387</td>
<td>119.50%</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$1,018,942</td>
<td>($41,786)</td>
<td>$9</td>
<td></td>
<td>$977,165</td>
<td>191.00%</td>
</tr>
<tr>
<td>Indirect Cost Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>191.00%</td>
</tr>
</tbody>
</table>

Sargent Engineers- Reviewed and Accepted 3/19/2013 MJP  
"Indirect Cost Rate still subject to WSDOT Audit"

References
Sargent Adjustments
b Common control rent $17569.23 Mud Bay $0.00 MMH
c Advertising unallowed - yellow pages/Christmas Cards/Exhibit Fee (no exhibit 2012)
d Life Insurance unallowed
e Charity unallowed
f Holiday gifts to clients unallowed $2560.10
g Lobbying unallowed - none 2012 (cancelled NFIB membership), Voluntary Contribution ($15)
h Overtime premium unallowed (indirect $9.5 direct $262.51) Bonus Def due to OT $73.06
j Logo clothes purchased 2012 - $1231.86
k Marketing labor Prin $2280, Staff 1768.25 Total $4048.25 This is combined Advertising, Direct Sell,  
  Public Relations (all removed because not separate)
l Holiday party
m Flowers unallowed $169.79
n Bonus policy - See Directive to Principals and Employee Manual
o Excess per diem for lodging, or travel for marketing
p Meals for employee's, marketing (remaining for meals while in training, office coffee)
r Fringe Associated with Unallowed Marketing Labor
s Billed for Van mileage in 2012
t Separating Bid and Proposal - Erika Labor $17594.00, Erik Labor $3408.00 (Prin), Monte Labor $8040.00 (Prin), Expense $ 1996.25
WSDOT ADJUSTMENTS
u Overtime premium is allowable and applicable to the labor, 48 CFR 31.202, AASHTO 5.4 F 3

159
Certification of Final Indirect Costs

Firm Name: Sargent Engineers Inc

Indirect Cost Rate Proposal: 191.00%  

Date of Proposal Preparation (mm/dd/yyyy): 3-20-2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2012 to 12/31/2012

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: Janice Kay Smith

Name of Certifying Official* (Print): Janice Kay Smith

Title: Business Manager / Principal

Date of Certification (mm/dd/yyyy): 3-20-2013

*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:

O/H Certification; Nov 2010
Exhibit G
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Custom Coating Consultants
Exhibit G-1
To be provided in a supplement
Exhibit G-2
To be provided in a supplement
Exhibit G-3
To be provided in a supplement
Exhibit H
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 the 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 the 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
- Cancellation, termination, or suspension of the AGREEMENT, in whole or in part
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.
Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.
Exhibit J
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant’s 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 Highways and 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 H&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 Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General’s Office for legal interpretation. H&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. H&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 K
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) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant’s claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Highways and 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 Highways and 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 associated 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 Highways and 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.
Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to $ N/A.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A.

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: $ N/A.
- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.
Exhibit M-1(a)
Certification Of Consultant

Project No. ____________
Local Agency Whatcom County

I hereby certify that I am ________________________ and duly authorized representative of the firm of Sargent Engineers, Inc. ________________________ whose address is 320 Ronlee Lane NW, Olympia, WA 98502 and that neither I nor the above firm I here represent has:

(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 the 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 available to the Washington State Department of Transportation 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.

5/30/19
Date

Signature
Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Whatcom County, Washington, and that the consulting firm 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; or

(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 available to the Washington State Department of Transportation 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.

__________________________
Date

__________________________
Signature
Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I) (B) of this certification; and

D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or 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.

Consultant (Firm): Sargent Engineers, Inc.

5/30/14 (Date)  [Signature] President or Authorized Official of Consultant
Exhibit M-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 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 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 and not more than $100,000 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 subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Sargent Engineers, Inc.

5/30/14 (Date)  

(Signature) President or Authorized Official of Consultant

Consultant (Firm): Sargent Engineers, Inc.

5/30/14  

(Signature) President or Authorized Official of Consultant
### Certificate of Liability Insurance

**Certification Issuance Date:** 5/20/2014

**Insured:** Sargent Engineers, Inc

**Address:** 320 Ronlee Lane NW

**City, State Zip:** Olympia, WA 98502

**State:** WA

**Policy Number:** 52SBAVWWW7185

**Policy Limits:**

- **Each Occurrence:** $1,000,000
- **Aggregate:** $2,000,000

**Coverages:**

- **Commercial General Liability**
  - Occurrence Limits: $1,000,000
  - Aggregate Limits: $2,000,000

- **Auto Liability**
  - Bodily Injury (Per Person): $1,000,000
  - Bodily Injury (Per Accident): $2,000,000
  - Property Damage (Per Accident): $2,000,000

**Workers Compensation and Employers' Liability:**

- **Each Accident:** $1,000,000
- **E.L. Each Accident:** $1,000,000
- **E.L. Disease - EA Employees:** $1,000,000
- **E.L. Disease - Policy Limit:** $1,000,000

**Description of Operations:**

Whatcom County is an additional insured with respect to operations under written contract pursuant to the attached endorsement 52SBAVWWW7185.

**Certificate Holder:**

Whatcom County

Att. Douglas Ranney

322 N. Commercial Street, Suite 301

Bellingham, WA 98225-4042

**Cancellation Notice:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
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;
(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.
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 the 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 asked 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
(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;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(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.
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";
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;
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 website 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.

BUSINESS LIABILITY COVERAGE FORM

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.
BUSINESS LIABILITY COVERAGE FORM

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";
(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;
(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:

BUSINESS LIABILITY COVERAGE FORM

(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".

1. 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 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.
BUSINESS LIABILITY COVERAGE FORM

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
      insured, 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 insured, but only with
      respect to the conduct of your business.
   c. A limited liability company, you are an
      insured. Your members are also insured,
      but only with respect to the conduct of your
      business. Your managers are insured, 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 insured, but only with respect
      to their duties as your officers or directors.
      Your stockholders are also insured, 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
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 contract or agreement or permit.

(a) 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:
BUSINESS LIABILITY COVERAGE FORM

(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:

BUSINESS LIABILITY COVERAGE FORM

(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.
BUSINESS LIABILITY COVERAGE FORM

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.

BUSINESS LIABILITY COVERAGE FORM

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 COVERAGE

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
BUSINESS LIABILITY COVERAGE FORM

(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 – Vendor, but only with respect to "bodily injury" or "property damage" arising out of 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.

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.
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:
BUSINESS LIABILITY COVERAGE FORM

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:
BUSINESS LIABILITY COVERAGE FORM

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;
   (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;
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 material that violates a person's right of privacy; 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.

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";
BUSINESS LIABILITY COVERAGE FORM

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.

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.
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 it:
         (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.

(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 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 lessee 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.
## Certificate of Liability Insurance

**Project Name:** Nooksack River Bridge #512 Painting

**Date:** 5/16/2014

**Producer:**
The Dalles Office
PayneWest Insurance, Inc.
P.O. Box 1940
The Dalles, OR 97058

**Insured:**
Sargent Engineers, Inc
320 Ronlee Lane NW
Olympia, WA 98502

### Coverages

**Certificate Number:** USS1324181

**Revision Number:**

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must 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).

### Insured/Insurer

<table>
<thead>
<tr>
<th>Insured (A)</th>
<th>Sargent Engineers, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>320 Ronlee Lane NW</td>
</tr>
<tr>
<td>City</td>
<td>Olympia, WA 98502</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurer A</th>
<th>U.S. Specialty Insurance Co</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Dalles, OR 97058</td>
</tr>
</tbody>
</table>

### Coverages Certificate Number:

**Description of Operations/Locations/Vehicles**

**Certification:**

**Certificate Holder:**

Whatcom County
Attn: Douglas Ranney
322 N. Commercial Street, Suite 301
Bellingham, WA 98225-4042

### Cancellation

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

### Additional Remarks

**Project Name:** Nooksack River Bridge #512 Painting
<table>
<thead>
<tr>
<th><strong>Certificate of Workers' Compensation Coverage</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>May 22, 2014</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>WA UBI No.</strong></th>
<th>600 560 818</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>L&amp;I Account ID</strong></td>
<td>202,111-00</td>
</tr>
<tr>
<td><strong>Legal Business Name</strong></td>
<td>SARGENT ENGINEER INC</td>
</tr>
<tr>
<td><strong>Doing Business As</strong></td>
<td>SARGENT ENGINEERS INC</td>
</tr>
<tr>
<td><strong>Workers' Comp Premium Status:</strong></td>
<td>Account is current.</td>
</tr>
<tr>
<td><strong>Estimated Workers Reported</strong></td>
<td>Quarter 1 of Year 2014 &quot;11 to 20 Workers&quot;</td>
</tr>
<tr>
<td><strong>(See Description Below)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Account Representative</strong></td>
<td>T3 / THOMAS BOYLE (360)902-4886 - Email: <a href="mailto:BOYT235@lni.wa.gov">BOYT235@lni.wa.gov</a></td>
</tr>
<tr>
<td><strong>Licensed Contractor?</strong></td>
<td>No</td>
</tr>
</tbody>
</table>

**What does "Estimated Workers Reported" mean?**

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

**Industrial Insurance Information**

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).
TITLE OF DOCUMENT: Bid #14-21 Whatcom County Central Plaza – HVAC Upgrades

ATTACHMENTS: Memos from Finance and Facilities

SEPA review required? ( ) Yes ( x ) NO
SEPA review completed? ( ) Yes ( x ) NO
Should Clerk schedule a hearing? ( ) Yes ( x ) NO
Requested Date:

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

The Facilities Management Department is requesting approval to award the bid and enter into a contract for the Central Plaza HVAC upgrades. Four bids were received and Facilities would like to award to the low bidder, Andgar Corporation in the amount of $69,176.68. This is a planned project. Funding for this project is included in the current budget, with additional funds approved on Supplemental #10, Ordinance #2014-032.

COMMITTEE ACTION: COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
DATE: June 5, 2014
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid 14-21 Central Plaza HVAC Upgrades

- Background & Purpose
Bids were advertised for the Whatcom County Central Plaza HVAC Upgrades. Four bids were received on Thursday, March 27, 2014, and are noted below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Base Bid</th>
<th>Sales Tax</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andgar Corporation</td>
<td>63,640.00</td>
<td>5,536.68</td>
<td>$69,176.68</td>
</tr>
<tr>
<td>Blythe Plumbing &amp; Heating</td>
<td>80,440.00</td>
<td>6,998.00</td>
<td>$87,438.00</td>
</tr>
<tr>
<td>Feller Heating and A/C</td>
<td>69,694.00</td>
<td>6,063.38</td>
<td>$75,757.38</td>
</tr>
<tr>
<td>Northsound Refrigeration</td>
<td>70,143.00</td>
<td>6,102.44</td>
<td>$76,245.44</td>
</tr>
</tbody>
</table>

Facilities Management is requesting approval to award the bid and to enter into a contract with the low bidder, Andgar Corporation for a total amount of $69,176.68.

- Funding
This is a planned project. Funding for this project is included in the 2014 approved budget, with additional funding approved in Supplemental #10, Ordinance 2014-032.

I concur with this recommendation.

Approved as Recommended:

______________________________
AS Finance Manager

_____________________________________
County Executive

Date of Council Action

210
On Thursday, March 27, 2014 four bids were received in response to Whatcom County Bid #14-21, Central Plaza HVAC Upgrades. The following bids were received:

- **Andgar Corporation** in the amount of: $69,176.68
- **Blythe Plumbing & Heating** in the amount of: $87,438.00
- **Feller Heating and A/C** in the amount of: $75,757.38
- **Northsound Refrigeration** in the amount of: $76,245.44

*Andgar Corporation* met all of the required specifications for performing the work required for this project. It is the recommendation of this office that the low bid submitted by *Andgar Corporation* be accepted.

**Funding Calculation:**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$69,176.68</td>
<td>low bidder</td>
</tr>
<tr>
<td>$6,917.67</td>
<td>plus 10% contingency</td>
</tr>
<tr>
<td>$76,094.35</td>
<td>Funding Required</td>
</tr>
</tbody>
</table>

Funding amount needed for this contract is $76,094.35 including WSST.

If you need additional information, please contact me at extension 50583.
## TITLE OF DOCUMENT

Contract with Opportunity Council.

## ATTACHMENTS:

1. Memo to Executive
2. Contract Info Sheet
3. Two copies of Contract

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

The Contractor will be responsible for programmatic and administrative services associated with the operation of the Housing and Essential Needs program and for distributing rental and utility assistance subsidies to eligible participants and to those no longer eligible for HEN and awaiting admission to the State's Aged, Blind and Disabled program.

## COMMITTEE ACTION:

COUNCIL ACTION:

---

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt
RE: New Contract Opportunity Council for Administration of the Housing and Essential Needs Program
DATE: June 5, 2014

Enclosed are two (2) originals of a new contract with Opportunity Council for your review and signature.

- Background and Purpose
Housing and Essential Needs (HEN) is a program of the Washington Department of Commerce Consolidated Homeless Grant (CHG) and is intended to provide rental assistance, utility assistance and essential needs for recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). Commerce provides funding to each county for these services. This is a sole source contract with Opportunity Council, as the administrator of the Whatcom Homeless Service Center, to administer the HEN program in Whatcom County. In the last 12 months, the HEN program has provided assistance to 281 Whatcom County households.

- Funding Amount and Source
The source of funding for this contract, in an amount not to exceed $1,354,277 for the period of July 1, 2014 to June 30, 2015 is the Department of Commerce Housing and Essential Needs Grant and the local Chemical Dependency/Mental Health Program Fund. Contract funding is in the current budget and will be included in the 2015 budget. Council approval is required and an agenda bill is required.

- Differences from Previous Contract
While very similar to the previous contract with the Opportunity Council for this program, this new contract does include increased personnel costs to support additional case management and supervision staff to support HEN clients. Staffing levels in case management have been increased to address landlord concerns regarding HEN tenants. Several important landlords/property management companies have refused to offer their units to HEN clients unless they had more support through case management. Increased case management staff is required to more fully support those clients with the most complex needs.

Please contact Gail de Hoog at extension 30693, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Health

Contract or Grant Administrator: Gail de Hoog

Contractor's / Agency Name: Opportunity Council

Is this a New Contract? Yes _X_ No __

Is this agrant agreement? Yes _X_ No __

Is this grant funded? Yes _X_ No __

Is this the result of a RFP or Bid process? Yes _X_ No __

Is this agreement excluded from E-Verify? Yes _X_ No __

Contract Amount: $1,354,277

This Amendment Amount: $1,354,277

Total Amended Amount: $1,354,277

Summary of Scope:
The Contractor will be responsible for programmatic and administrative services associated with the operation of the Housing and Essential Needs program and for distributing rental and utility assistance subsidies to eligible participants and to those no longer eligible for HEN and awaiting admission to the State's Aged, Blind and Disabled program.

Term of Contract: 1 Year

Expiration Date: 06/30/2015

Contract Routing Steps & Signoff:

1. Prepared by: [sign or initial] Date 5/29/14 [electronic]
3. AS Finance reviewed: [signature] Date 6/5/14 [electronic]
4. IT reviewed if IT related: [signature] Date 6/4/14 [electronic]
6. Attorney signoff: [signature] Date 6/5/14
7. Contractor signed: [signature] Date 6/5/14
8. Submitted to Exec Office: [signature] Date 6/5/14 [summary via electronic; hardcopies]
9. Council approved (if necessary): Date
10. Executive signed: Date
11. Contractor Original Returned to dept; Date
12. County Original to Council: Date
Opportunity Council, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 8
- Exhibit A (Scope of Work), pp. 9 to 11
- Exhibit B (Compensation), pp. 12 to 13
- Exhibit C (E-Verify Declaration), p. 14
- Exhibit D (Certificate of Insurance), p. 15

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

The term of this Agreement shall commence on the 1st day of July, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2015.

The general purpose or objective of this Agreement is to provide funding for the operation of the Housing and Essential Needs Program, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $1,354,277. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of June, 2014.

CONTRACTOR:

[Signature]
David Finet, Executive Director

STATE OF WASHINGTON

COUNTY OF Whatcom

On this 3rd day of June, 2014, before me personally appeared David Finet to me known to be the Executive Director of Opportunity Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, Wash. My commission expires 12-11-17.
WHATCOM COUNTY:  
Recommended for Approval:

Anne Deacon, Human Services Manager  6/3/14

Regina De LaHunt, Department Director  6/3/14

Approved as to form:

Prosecuting Attorney  6/4/14

Approved:  
Accepted for Whatcom County:

By:________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
COUNTY OF WHATCOM  

On this _____ day of June, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

Opportunity Council  
David Finet, Executive Director  
1111-Cornwall Avenue  
Bellingham, WA 98225  
Contact Phone: (360) 734-5121  
Contact FAX: (360) 676-2142  
Contact Email: dave_finet@oppoc.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.

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.

31.2 Patent/Copyright Infringement: Not Applicable

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

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

34.1 Proof of insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "D". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

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

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

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

36.1 **Waiver of Noncompetition:** Not Applicable

36.2 **Conflict of Interest:**
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:

Gail de Hoog, Housing Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724, ext. #30693
gdehoog@co.whatcom.wa.us

37.2 **Notice:**
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this

HL_070114_Oppportunity_Council_HEN_Program_Administration

220
Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:
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.
I. Background

The Housing and Essential Needs (HEN) is one of three programs created by Engrossed Senate House Bill 2082 which terminates the Disability Lifeline (DL) Program. HEN funds are part of Washington State Department of Commerce (Commerce) Consolidated Homeless Grant (CHG) and are intended to provide rental assistance, utility assistance and essential needs for Medical Care Services recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). The Whatcom Homeless Service Center (WHSC), a housing services program that serves as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents will distribute rental and utility assistance for the HEN program. The WHSC manages the Homeless Management Information Services (HMIS) for the County and will be responsible for the HMIS requirements of the HEN program.

People eligible to receive HEN rental and utility assistance will be served as long as funding is available.

II. Project Description and Design

Housing and Essential Needs funds are limited to providing rental assistance, utility assistance and essential needs for Washington Apple Health (formerly Medicaid) recipients who are homeless or at substantial risk of becoming homeless and whose eligibility is determined by DSHS. The HEN program is not intended to provide long term support for households, nor will it be able to address all the financial and supportive services needs of households that affect housing stability, nor will it be able to serve all those who are eligible. WHSC will serve as the administrative entity for the rental and utility assistance activities of the HEN program, overseeing day-to-day operations and distribution of rental and utility assistance to eligible individuals. The WHSC will staff the program with program operations staff who are employed by the Contractor and are responsible for program implementation.

Bridge to Home Project

Bridge to Home Project is a locally funded program to assist homeless individuals with mental health disabilities who are no longer eligible for the HEN program. HEN eligibility is determined by DSHS. Some HEN recipients lose HEN eligibility when DSHS approves them to apply for Social Security Disability Insurance (SSDI) and shifts their medical assistance to the Washington Apple Health program. These individuals are no longer eligible for the HEN program and instead receive a cash stipend of $197 per month; putting them at risk of homelessness until the SSDI determination is made. The Bridge to Home Project will make available the Bridge to Home funds and support services as temporary assistance for individuals who are in application status for SSDI, but have not yet received SSDI assistance. Only those people in this category who have exhausted their ability to receive any HEN related subsides and are on the SSDI track due to their mental health disability will be able to receive rental subsidies and housing case management funded by the Bridge to Home funds. The housing case manager will coordinate these services with each participating client’s mental health provider to ensure housing stability and to promote the continued client engagement in their mental health treatment. Bridge to Home-eligible clients will pay a portion of their monthly stipend toward rent; consistent with WHSC guidelines.
III. Statement of Work

The Contractor will be responsible for programmatic and administrative services associated with the operation of the HEN program. Programmatic and administrative services include all activities necessary to operate the WHSC in accordance with the requirements set forth in the Administrative Requirements and the Guidelines for the Consolidated Homeless Grant as more fully described in Special Conditions below.

The contractor will:
1. Provide direct services to individuals whose eligibility is noted in the DSHS Benefits Verification System (BVS).
2. Document client eligibility in client files.
3. Authorize and issue rental and utility assistance subsidies in a timely manner.
4. Track and report rental and utility assistance subsidies.
5. Coordinate with existing housing providers and landlords to identify and secure permanent housing placements for clients.
6. Cultivate and maintain relationships with local landlords who agree to participate in the program.
7. Make client referrals for Essential Needs Services, housing and other community resources.
8. Coordinate with the Community Service Office of DSHS regarding client service delivery.
9. Comply with HMIS requirements including data entry and reporting responsibilities.
10. Ensure compliance with state and federal confidentiality laws and regulations.
11. Complete all other activities identified by Whatcom County and Commerce as necessary to implement and manage the rental and utility assistance portion of the HEN program.
12. Authorize and issue County funded Bridge to Home rent and utility assistance to former HEN participants who DSHS has determined are no longer HEN eligible and are in application status for SSDI. Track and verify the DSHS/SSDI eligibility status of each Bridge to Home funded participant prior to use of Bridge to Home funds each month.
13. Provide housing stabilization and case management services to Bridge to Home eligible recipients who are receiving Washington Apple Health benefits and are in application status for SSDI.

IV. Special Conditions

The Contractor will comply with program requirements contained in the “Department of Commerce Guidelines for Consolidated Homeless Grant” hereafter referred to as “CHG Guidelines” and incorporated into this contract by reference and located at http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx. Changes to the CHG Guidelines may be made without contract amendment. The CHG Guidelines will be updated periodically in compliance with changing state requirements. Whenever a revised edition of the CHG Guidelines is available County will provide an e-mail notification.

Bridge to Home Pilot Project is funded by Mental Health/Chemical Dependency local funding authorized under RCW 82.14.460 and SSB 6791. All expenses of this Project must be for services to mentally ill clients. Records must be kept that support the use of these funds for that specific purpose in accordance with the authorizing legislation.
V. Program Outcomes

During this contract period the following are the expected Contractor outcomes.

1. The contractor will provide assistance to all HEN eligible households that seek assistance during the period 7/1/14 – 6/30/2015 providing that HEN rent and utility assistance funds are available. Based on the previous 12-month period, we expect the program to serve an estimated 281 households.

2. The contractor will provide assistance to all Bridge-to-Home eligible households that seek assistance during the period 7/1/14 – 6/30/2015 providing that Bridge to Home rent and utility assistance funds are available. Based on the previous 12-month period, we expect the program to serve an estimated 58 households.

Contractor must make satisfactory progress each month in meeting these performance goals. In the event County determines satisfactory progress is not being made County reserves the right to terminate or modify the contract at its sole discretion.

VI. Reporting Requirements

The Contractor will submit the following reports on a monthly basis to the County:

1. Number of HEN eligible households assisted during the current month and how many assisted year to date.

2. Number of Bridge-to-Home eligible households assisted during the current month and how many assisted year to date.

3. Average amount of subsidy per HEN and Bridge to Home household.

4. Number of HEN eligible households declined and number of Bridge to Home eligible households declined.
I. Budget and Funding

The source of funding for this contract, in an amount not to exceed $1,354,277 is from the Washington State Department of Commerce, Housing and Essential Needs Grant (HEN), and from the Chemical Dependency/Mental Health Program Fund.

The budget for this contract is as follows:

### HEN PROGRAM BUDGET 7/1/2014 – 6/30/2015

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Referral Specialist</td>
<td>Expanded General Ledger report for the period billed</td>
<td>$68,640</td>
</tr>
<tr>
<td>Housing Case Manager</td>
<td>Expanded General Ledger report for the period billed</td>
<td>68,900</td>
</tr>
<tr>
<td>Program Support Specialist</td>
<td>Expanded General Ledger report for the period billed</td>
<td>14,959</td>
</tr>
<tr>
<td>Case Management Coordinator</td>
<td>Expanded General Ledger report for the period billed</td>
<td>6,661</td>
</tr>
<tr>
<td>HMIS Coordinator</td>
<td>Expanded General Ledger report for the period billed</td>
<td>4,160</td>
</tr>
<tr>
<td>WHSC Director (Program Supervision)</td>
<td>Expanded General Ledger report for the period billed</td>
<td>3,827</td>
</tr>
<tr>
<td>47.6% Fringe Benefit Rate</td>
<td>Expanded GL based on federally approved fringe rate</td>
<td>79,562</td>
</tr>
<tr>
<td>Rent and Utility Assistance-HEN</td>
<td>Expanded GL with Client ID, payee, amount</td>
<td>832,706</td>
</tr>
<tr>
<td>Direct Program Supplies, Office Space, Telephone, Insurance</td>
<td>Expanded General Ledger report for the period billed</td>
<td>22,000</td>
</tr>
<tr>
<td>Mileage</td>
<td>Include name of traveler, dates, start &amp; end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>). Receipts for meals not required</td>
<td>5,200</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td>$1,106,615</td>
</tr>
<tr>
<td>7% Indirect</td>
<td></td>
<td>77,463</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td>$1,184,078</td>
</tr>
</tbody>
</table>

**BRIDGE TO HOME PROGRAM BUDGET 7/1/2014 – 6/30/2015**

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Case Manager</td>
<td>Expanded General Ledger report for the period billed</td>
<td>$37,100</td>
</tr>
<tr>
<td>47.6% Fringe Benefit Rate</td>
<td>Expanded GL based on federally approved fringe rate</td>
<td>17,660</td>
</tr>
<tr>
<td>Rent and Utility Assistance-HEN</td>
<td>Expanded GL with Client ID, payee, amount</td>
<td>106,731</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td>$161,491</td>
</tr>
<tr>
<td>Indirect</td>
<td></td>
<td>8,708</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td>$170,199</td>
</tr>
<tr>
<td><strong>Grand Total:</strong></td>
<td></td>
<td>$1,354,277</td>
</tr>
</tbody>
</table>

**The Bridge to Home Program is funded by the Chemical Dependency/Mental Health Program fund. All activities funded by this program must be compliant with RCW 82.14.460.**

The Contractor may transfer funds among budget line items within each program budget in an amount up to 10% of the total program budget. In no instance shall the indirect cost or fringe benefit rate exceed the limits established above.

All allocated direct costs must be based on approved cost allocation plan.
II. **Invoicing**

1. The Contractor shall submit itemized invoices up to two times per month in a format approved by the County. Invoices submitted for payment must include the documentation specified in "Invoice support needed" above.

2. End-of-year rental assistance payments will be invoiced and reimbursed based on the date of the rental assistance check issuance.

3. The Contractor shall submit invoices to *(include contract #)*:

   Attention: Business Office  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA 98225

4. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

5. Invoices must include the following statement, with an authorized signature and dated:

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

6. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the Health Department for services performed or provided under this contract, and the Health Department shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
EXHIBIT "C"
(E-VERIFY DECLARATION)

Firm Name: Opportunity Council

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

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

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

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

DATE: ____________

SIGNATURE: ____________________________

PRINTED NAME: ________________________

6/3/2014

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

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

OPPOC93

THIS CERTIFICATE OF INSURANCE

Date: 05/23/2014

PRODUCER

Canfield
451 Diamond Drive
Ephrata, WA 98823

INSURED

Opportunity Council, The
1111 Cornwall Avenue, Ste C
Bellingham, WA 98225

COMPANIES AFFORDING COVERAGE

GENERAL LIABILITY
American Alternative Insurance Corporation

AUTOMOBILE LIABILITY
American Alternative Insurance Corporation

PROPERTY
American Alternative Insurance Corporation
RSUI Group, Inc.

MISCELLANEOUS PROFESSIONAL LIABILITY

COVERAGE:

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>N1-A2-RL-0000013-06</td>
<td>06/01/2014</td>
<td>06/01/2015</td>
<td>PER OCCURRENCE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PER MEMBER AGGREGATE</td>
<td>$10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCT-COMPOUND</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$50,000,000</td>
</tr>
<tr>
<td></td>
<td>(LIABILITY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>N1-A2-RL-0000013-06</td>
<td>06/01/2014</td>
<td>06/01/2015</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td></td>
<td>(LIABILITY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY</td>
<td>N1-A2-RL-0000013-06</td>
<td>06/01/2014</td>
<td>06/01/2015</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL</td>
<td>$55,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EARTHQUAKE PER OCC</td>
<td>$6,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FLOOD PER OCC</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td></td>
<td>(PROPERTY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
<td>N1-A2-RL-0000013-06</td>
<td>06/01/2014</td>
<td>06/01/2015</td>
<td>PER CLAIM</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(LIABILITY IS SUBJECT TO A SIR PAYABLE FROM PROGRAM FUNDS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Regarding the Housing and Essential Needs Grant Program. Whatcom County Health Department and Whatcom County are named as Additional Insureds regarding this program only and are subject to policy terms, conditions, and exclusions. Additional insured endorsement is attached.

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Gail de Hoog</td>
<td>Christian St. Knoch **</td>
</tr>
<tr>
<td>Whatcom County Health Department</td>
<td></td>
</tr>
<tr>
<td>509 Girard St</td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td></td>
</tr>
</tbody>
</table>

2839022
AMERICAN ALTERNATIVE
INSURANCE COMPANY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Non Profit Insurance Program (NPIP)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Endorsement Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>N1-A2-RL-0000013-06</td>
<td>06/01/2014</td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Canfield, Underwriting Administrator

A. With respects to the General Liability Coverage Part only, the definition of Insured in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an Insured the Person or Organization shown in the above Schedule. Such Person or Organization is an Insured only with respect to liability for Bodily Injury, Property Damage, or Personal and Advertising Injury caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or

2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional Insured are those specified in either the:

1. Written contract or written agreement; or

2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.
**CLEARANCES**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>6/17/2014</td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Resolution approving the Lk Whatcom Water & Sewer District 2014 Comp Plan

**ATTACHMENTS:**

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Resolution approving the Lake Whatcom Water & Sewer District 2014 Comprehensive Sewer Plan Update

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

APPROVING LAKE WHATCOM WATER AND SEWER DISTRICT’S 2014 COMPREHENSIVE SEWER PLAN UPDATE

WHEREAS, Lake Whatcom Water and Sewer District submitted a proposed Comprehensive Sewer System Plan Update to Whatcom County for review and approval; and

WHEREAS, the proposed plan update complies with the criteria set forth in and RCW 57.16.010; and

WHEREAS, RCW 57.16.010 requires that all comprehensive water and sewer system plans and plan updates be either approved, conditionally approved, or rejected by the legislative authority of the county in which the district is located; and

WHEREAS, as required by RCW 57.16.010, the Whatcom County Health Department has reviewed the proposed plan update and submitted a letter of approval to the County Council; and

WHEREAS, as required by RCW 57.16.010 Whatcom County Public Works Engineering Division has submitted a letter of approval to the County Council, with the following notations:

APPROVAL CLARIFICATIONS:

1. The District should coordinate its planned sewer system facilities construction program with the County’s planned road construction program.

2. All work performed in a County road right-of-way requires a revocable encroachment permit as a prerequisite.

3. Depending on the scope of work on any given District planned sewer system facilities project, the County might also require:

   a. Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution.

   b. Stormwater management related documentation, with possible consequent engineered stormwater management system design.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Lake Whatcom Water and Sewer District’s 2014 Comprehensive Sewer Plan Update, dated May 2014, is hereby approved as presented.

APPROVED this ____ day of __________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown Davis, Clerk of the Council

WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor
May 27, 2014

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Re: Lake Whatcom Water and Sewer District
Comprehensive Sewer Plan - 2014 Update
Review by County Council – RCW 57.16.010

Dear Council Members:

Enclosed is a copy of the Lake Whatcom Water and Sewer District’s Comprehensive Sewer Plan – 2014 Update. In accordance with RCW 57.16.010, the attached comprehensive plan must be reviewed and approved by the Whatcom County Engineer, the Whatcom County Health Director and the Whatcom County Council. Copies of the plan have been forwarded to the County Health Department, the County Engineering Department and the County Planning Department for their review. We have received approvals from Whatcom County Health and Whatcom County Engineering, and have received comments from Whatcom County Planning and WA State Department of Ecology.

The final plan was also forwarded to WA State Department of Ecology for approval.

Pursuant to WAC 197-11-340, Lake Whatcom Water and Sewer District has issued a SEPA Determination of Non-Significance (DNS) for this non-project report. The DNS and SEPA checklist are included in the plan at the back of the report.

If you have any questions or require any additional information, please contact our office. We look forward to receiving Council approval within the next ninety days (RCW 57.16.010(6)).

Sincerely,

Melanie M. Mankamyer, P.E.
Wilson Engineering LLC

Encl.: Lake Whatcom Water and Sewer District, Comprehensive Sewer Plan – 2014 Update
(one hard copy, one CD)
LAKE WHATCOM WATER AND SEWER DISTRICT
1220 Lakeway Drive
Bellingham, Washington 98229

COMPREHENSIVE SEWER PLAN
2014 UPDATE

BOARD OF COMMISSIONERS:

Leslie McRoberts, President
Todd Citron, Secretary
Deb Kingsley-Lambert, Commissioner
John (Ian) Millar, Commissioner
Laura Weide, Commissioner

Patrick Sorensen, General Manager

Prepared By:
WILSON ENGINEERING, L.L.C.
805 Dupont Street, Suite #7
Bellingham, Washington 98225
(360) 733-6100 (office); (360) 647-9061 (fax)

May 2014
April 2, 2014

Wilson Engineering L.L.C.
Attn: Melanie Mankamyer, P.E
805 DuPont Street, Suite #7
Bellingham, Washington 98225

Melanie,

In accordance with RCW 57.16.010, the Whatcom County Health Department has reviewed and hereby approves the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan -2014 Update as submitted.

Please feel free to contact me should you desire any additional information or have any questions.

Sincerely,

John J. Wolpers III RS/REHS
Whatcom County Environmental Health Manager
June 2, 2014

Ms. Melanie Mankamyer, PE
Wilson Engineering, LLC
805 Dupont Street, Suite #7
Bellingham, WA 98225

Subject: Lake Whatcom Water and Sewer District 2014 Comprehensive Sewer System Plan Update

Dear Ms. Mankamyer:

In reply to reference letter of April 25, 2014, and in accordance with reference (b) RCW, I hereby approve subject Lake Whatcom Water and Sewer District 2014 Comprehensive Sewer System Plan Update.

Please note the following related to this approval:

- The District should coordinate its planned sewer system facilities construction program with the County’s planned road construction program.
- All work performed in a County public road right-of-way requires a Revocable Encroachment Permit as a prerequisite. See reference (d) WCC for additional information. Gary Johnson, 360.676.6730, is the County’s Revocable Encroachment Permit coordinator.
- Depending on the scope of work of any given District planned sewer system facilities project, the County might require:
  - Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution, and
  - Stormwater management documentation, with possible consequent engineered stormwater management system design.

Sincerely,

Joseph P. Rutan, PE
County Engineer/Assistant Director

Copy: County Council (attachment)
County Executive (attachment)
Public Works Director (attachment)
Engineering Services Development Division Manager (attachment)
Engineering Services Traffic Division Senior Engineering Technician for ENCs (attachment)
April 25, 2014

Ms. Melanie Mankamyer, PE
Wilson Engineering, LLC
805 Dupont Street, Suite #7
Bellingham, WA 98225

Subject: Lake Whatcom Water and Sewer District 2014 Comprehensive Sewer System Plan Update

Reference: (a) Your March 28, 2014 letter same subject
(b) RCW 57.16.010(6)
(c) WAC 196-23-020
(d) WCC 12.16

Dear Ms. Mankamyer:

In reply to reference (a) letter, and in accordance with reference (b) RCW, I hereby conditionally approve subject Lake Whatcom Water and Sewer District 2014 Comprehensive Sewer System Plan Update. My three approval conditions follow:

1. You affix your professional engineer’s stamp to it per reference (c) WAC.
2. In the event of any conflict between Plan Update page 41 Section VII-referenced “District Design and Construction Standards” and Whatcom County Standard Drawing Nos 512.F-1 & 512.F-2 (copies attached) that pertain, respectively, to trench repairs and pavement overlays on County-maintained public (i.e., not private) roads, the aforementioned County drawings shall apply, and
3. The 2012.09.25 version of Whatcom County Standard Drawing No 512.D-1 (copy attached) that pertains to standard utility locations within County-maintained public road prisms shall apply.

Please also note the following related to this approval:

- The District should coordinate its planned sewer system facilities construction program with the County’s planned road construction program.
- All work performed in a County public road right-of-way requires a Revocable Encroachment Permit as a prerequisite. See reference (d) WCC for additional information. Gary Johnson, 360.676.6730, is the County’s Revocable Encroachment Permit coordinator.
• Depending on the scope of work of any given District planned sewer system facilities project, the County might require:
  o Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution, and
  o Stormwater management documentation, with possible consequent engineered stormwater management system design.

Sincerely,

Joseph P. Rutan, PE
County Engineer/Assistant Director

Encl:  (1) Whatcom County Standard Drawing No 512.F-1
       (2) Whatcom County Standard Drawing No 512.F-2
       (3) Whatcom County Standard Drawing No 512.D-1

Copy:  County Council (w/o encl)
       County Executive (w/o encl)
       Public Works Director (w/o encl)
       Engineering Services Development Division Manager (w/o encl)
       Engineering Services Traffic Division Senior Engineering Technician for ENCs (w/o encl)
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>6/10/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
</tr>
</tbody>
</table>

### EXECUTIVE

<table>
<thead>
<tr>
<th>TITLE OF DOCUMENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discussion of Council Office 2015-2016 Budget Priorities</td>
</tr>
</tbody>
</table>

### ATTACHMENTS:

- Job description for previous analyst position in the council office

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

The clerk of the council requests discussion time with council prior to preparing the 2015-2016 council office budget. Any new or enhanced services (council office-related) approved by a majority of the council will be included as an "additional services request" when the clerk prepares the council office budget proposal for submission in July, 2014.

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

POSITION: Planning and Policy Analyst
DEPARTMENT: County Council
REPORTS TO: See Supplemental Job Description

SUMMARY
Evaluates applications or proposed programs or plans within assigned area. Serves as lead for studies, programs, plans or assigned area. Researches and coordinates the collection, development and advanced analysis of data and other relevant information. Exercises independent judgment in analyzing complex or unique problems, issues, and situations; develops, justifies and implements recommendations and findings. Develops work programs and budget estimates. Organizes, coordinates and facilitates the efforts of diverse individuals, groups and agencies at the local, state and federal level and establishes mechanisms to both educate and involve them in the problem and solution identification process. Assists management and other staff, as directed. Complies with legal standards and requirements.

Depending upon assignment, the incumbent may perform some or all of the following duties, and those on the applicable supplemental job description, which are a representative sample of the level of work appropriate to this classification and may be required to meet some or all of the qualifications and special requirements listed.

ESSENTIAL JOB DUTIES
Serves as lead for studies, programs, plans, projects, cross-functional groups, or assigned area. Plans, prioritizes, coordinates timelines and agendas, providing technical input for councilmember and evaluates alternative solutions.

Prioritizes and plans own work activities using resources effectively. Plans for additional resources and integrates changes smoothly and in a timely manner.

Ensures consistency and promotes public awareness of regulations, processes and best management practices. Plans, conducts, facilitates, controls and presents at various types of meetings, including public meetings. Posts meeting notices. Presents testimony during hearings and other legal and governmental agency proceedings. Acts as the County Council’s representative at meetings, with groups or governmental agencies, as approved. Works as part of one or more teams on application review, projects, plan reviews or presentations.

Independently investigates, recommends, develops, implements and analyzes effectiveness of new programs, project plans or work programs. Develops and reviews budget estimates. Performs technical review process including evaluation of land use, natural or water resources impacts. Analyzes tasks, costs and time needed to complete complex long- and short-term projects, provides public information and processes technical review for assigned projects. Meets legal requirements for formal action.

Acts as a member of a team, cross-functional group, or appropriate review committee facilitating problem resolution relating to land, or natural or water resource management. Notifies, coordinates, confers, and maintains professional liaison with local, state, and federal agencies. Interacts and facilitates problem resolution with individuals, other government agencies or private organizations; participates in cooperative interdepartmental, intergovernmental and interagency programs as representatives for assigned projects; briefs, advises or prepares possible responses for governing bodies.
Promptly responds to routine and complex inquiries and questions on Council activities, including providing technical assistance.

Researches and coordinates the collection, development and advanced analysis of diverse and complex information and data. Justifies logical findings, identifies problems, assesses feasibility and appropriateness, and formulates recommendations anticipating possible ramifications and appropriately communicating significance of findings. Analyzes effectiveness of programs. Exercises independent judgment in analyzing complex or unique problems, issues and situations. Prepares complete reports on time with supporting conclusions and recommendations. Records information and data accurately and maintains accurate, organized and up-to-date files.

Develops policies, programs, regulations or amendments to official controls. Develops, writes, revises and monitors applicable policies. Consults with administrative staff and advises Council of interpretations and changes to policies and procedures.

Acts as a clearinghouse for federal, state, county, city and other applicable activities to remain current on changes and new requirements. Tracks, comments and participates on select committees and incorporates appropriate actions into County practices.

Independently prepares complex documents, reports, and visual presentations; issues summaries and press releases, as directed. Develops and arranges for publication and distribution of public information. Writes concisely and correctly. Organizes information clearly and assures all appropriate or required information and data sources have been utilized.

Independently locates, completes associated paperwork, utilizes, and negotiates to secure intergovernmental agreements, contract services, or grants, as approved. Monitors and ensures all requirements of grants and contracts are met.

**ADDITIONAL JOB DUTIES**
Coordinates with and assists other staff with projects, activities, and backup, as assigned.

Assists in the preparation of the budgets, schedules and work programs including strategic planning.

Performs work on special projects that may be outside normal area of assignment, as directed.

Performs work of lower-classified staff, as assigned.

Performs other duties as assigned.

**QUALIFICATIONS**
Requires a Bachelor's degree in a designated area or field related to the area of assignment AND five years of increasingly responsible, professional experience, WITH at least two years of increasingly responsible experience successfully performing duties specific to the area of assignment.

Experience must include project accomplishments with the following elements: defining community needs and issues, developing work programs and schedules, determining research needs and appropriate sources of information, developing and presenting controversial information to citizens and special interest groups; conducting document production with text and graphic content; developing and implementing programs to facilitate public education and involvement in the decision-making process and coordinating with multiple departments, agencies and interested public groups and individuals; designing and conducting public meetings...
and technical review groups; and developing work programs and schedules.

A Master’s degree in a related field is preferred and can be substituted for up to six months of experience.

Requires in-depth knowledge of:

The field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by example in this job description and the appropriate supplemental job description.

Principles of planning, time management, project coordination and management, facilitation, group dynamics, and program and process evaluation.

Applicable local, state, and federal laws, regulations, and policies applicable to the area of assignment including grant, contract and funding application procedures, monitoring and contract negotiations.

Government types and levels of authority including a working knowledge of a variety of state and local government agencies, including special purpose and general purpose governments.

Computer operation and a variety of office software including word processing, spreadsheet, presentation, and database applications.

Safety precautions, practices and procedures applicable to the area of assignment.

Requires the ability to:

Plan, coordinate, organize, prioritize, schedule and monitor programs, processes, projects, plans and services. Prepare, research, analyze, administer and change plans, policies and work programs as necessary. Plan, prioritize, coordinate, oversee and review the work and performance of staff and consultants, as assigned.

Use tact, discretion, persuasion, diplomacy, respect and courtesy to gain the cooperation and commitment of others and establish and maintain effective working relationships and rapport with public officials, consultants, contractors, developers, citizen groups, department heads, co-workers, representatives of other agencies, entities or private organizations, and diverse members of the public.

Listen attentively and communicate effectively, both orally and in writing, with individuals and groups in clear, concise language appropriate for the purpose and parties addressed, including facilitating groups, preparing and making technical and/or public presentations which can be understood by non-technical listeners, and preparing and/or directing the preparation of comprehensive written reports, materials and correspondence.

Fulfill the commitment of the County to provide outstanding public, intra- and inter-departmental customer service.

Read, understand, interpret, analyze and apply appropriately the terminology, instructions, policies, procedures, legal requirements and regulations pertinent to the assigned area.

Perform research, collect and analyze data, develop conclusions and recommendations and implement the resulting policies and plans. Be attentive to detail, maintain a high degree of accuracy. Work effectively in a multi-task environment. Take appropriate initiative. Apply good judgement, creativity
and logical thinking to obtain potential solutions to problems. Develop ways to improve and promote efficient work methods.

Prepare, research, analyze, administer and change plans, policies and work programs as necessary. Initiate, compile, compose and/or edit correspondence, records, narrative, statistical and financial reports and other applicable documents and assure all pertinent information from appropriate sources is included and accurate. Be innovative in developing new methods of data analysis.

Proficiently operate office equipment and computer applications standard to the area of assignment.

Maintain current knowledge for assigned areas and adapt to new technologies, keeping technical skills up-to-date and using technology to increase productivity.

Work independently and cooperatively as a member of a team.

Maintain appropriate level of confidentiality on all matters.

SPECIAL REQUIREMENTS
Must have a driving record that meets County standards and possess a valid driver's license at time of hire and throughout employment.

Background check must meet County criteria.

Depending on area of assignment, may be required to obtain a First Aid/CPR Card within six months of employment and maintain throughout employment.

Required to become a member of the local collective bargaining unit.

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas, to cover absences or relief, to equalize peak work periods or otherwise to balance the workload. At its sole discretion, Whatcom County may consider combinations of education, experience, certifications, and training in lieu of specifically required qualifications contained herein.

Whatcom 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, sex, age, national origin, marital status, disability, or veteran status.

______________________________  ____________________________
Signature                          Date

SENIOR PLANNER. JOB. (DRB) 12/21/04
WHATCOM COUNTY SUPPLEMENTAL JOB DESCRIPTION

POSITION: Planning and Policy Analyst

REPORTS TO: Council Chair or Designee (projects and work items assigned by a majority of the Council)

AREA OF ASSIGNMENT: County Council

See Planning and Policy Analyst job description for other duties, qualifications and special requirements that apply to this position.

SUMMARY
Responsible for assisting the Whatcom County Council with long-range planning and policy analysis, capital facilities planning, and transportation planning.

Depending upon assignment, the incumbent may perform some or all of the following duties, which are a representative sample of the level of work appropriate to this classification and may be required to meet some or all of the qualifications and special requirements listed.

ESSENTIAL JOB DUTIES
Assists Council in working with the County Administration on long-range planning and policy issues. Works with other entities, the general public, and various boards and committees in developing and analyzing planning and policy items. Develops appropriate regulations for policy implementation.

Evaluates impacts and effectiveness of proposed regulations and policies. Reviews proposed regulations for consistency with County policies and budgetary guidelines. Reports on effectiveness of regulation and policy implementation.

Assists the County Council with implementation of Comprehensive Plan policies, goals, and action items identified in the Whatcom County Comprehensive Plan. Coordinates Council actions with the County Administration and advisory committees.

Conducts research, establishes and maintains a prioritized list of county resource problems/issues in area of assignment, develops, tracks, and ensures implementation of regulatory and non-regulatory programs and projects and evaluates program and project effectiveness.

Assists in developing innovative ordinances and regulations related to a diversity of topics, including: critical areas; shoreline environment and sustainability; habitat restoration, rehabilitation, mitigation, and design; and resource land retention.

Works cooperatively and collaboratively with all Councilmembers and assigned counsel.

QUALIFICATIONS
Requires a Bachelor’s degree in planning, environmental science, or related field.

A minimum of five years of experience in public policy related work in local government is preferred.
**Requires in-depth knowledge of:**

Planning, zoning, and methods for protecting resource lands.

Transportation planning related to growth issues.

Program finance related to funding program operations.

Financial and planning coordination with water resources, stormwater, salmon recovery and other resource issues.

**WORKING CONDITIONS**

Work is performed in an office setting, in meeting rooms, in public settings or at field locations. May sit or stand for long periods of time. May occasionally lift and carry items weighing up to 20 pounds. May be required to attend meetings or perform duties outside normal office hours. Moves throughout the facilities and may drives a motor vehicle on a regular basis. Possibility of exposure to hostile and offensive language from the public. Uses appropriate safety equipment and follows established work safety policies, practices and procedures.

The statements contained in the job description and supplemental job description reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas, to cover absences or relief, to equalize peak work periods or otherwise to balance the workload. At its sole discretion, Whatcom County may consider combinations of education, experience, certifications, and training in lieu of specifically required qualifications contained herein.

Whatcom 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, sex, age, national origin, marital status, disability, or veteran status.

______________________________    ____________________________
Signature                                          Date

Planning and Policy Analyst.1/24/2007
CLEARANCES

| Originator: Carl Weimer
| Division
| Dept. Head:
| Prosecutor
| Purchasing/Budget: 
| Executive: Jack Louws

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Received in Council Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-6-14</td>
</tr>
<tr>
<td>6-9-14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/28/2014</td>
<td>Introduction</td>
</tr>
<tr>
<td>2/1/2014</td>
<td>Public Hearing</td>
</tr>
<tr>
<td>2/27/2014</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>3/25/2014</td>
<td>P&amp;D Committee</td>
</tr>
<tr>
<td>4/8/2014</td>
<td>P&amp;D Committee</td>
</tr>
<tr>
<td>4/22/2014</td>
<td>P&amp;D Committee</td>
</tr>
<tr>
<td>4/22/2014</td>
<td>Introduction</td>
</tr>
<tr>
<td>5/6/2014</td>
<td>Public Hearing</td>
</tr>
<tr>
<td>5/20/2014</td>
<td>Public Hearing</td>
</tr>
<tr>
<td>6/3/2014</td>
<td>P&amp;D Committee</td>
</tr>
<tr>
<td>6/17/2014</td>
<td>P&amp;D Committee</td>
</tr>
<tr>
<td>6/17/2014</td>
<td>Introduction</td>
</tr>
<tr>
<td>7/8/2014</td>
<td>Public Hearing</td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Zoning amendment to allow Packinghouses and Slaughterhouses in the Agriculture (AG), Heavy Impact Industrial (HII), and Rural Industrial Manufacturing (RIM) zoning districts.

ATTACHMENTS:
1) Memo to Council
2) Proposed Ordinance
3) Exhibit A – Proposed Code Amendments
4) Attachment A – SEPA DNS Reaffirmation

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

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

This ordinance would require all packinghouse and slaughterhouse applications in the Agriculture Zoning District to be processed as administrative approval uses (<2,000 sf) or conditional uses (2,000-7,000 sf). It would also allow packinghouses and slaughterhouses in Heavy Impact Industrial (HII) zones as permitted uses and packinghouses in the Rural Industrial Manufacturing (RIM) zone as an administrative approval use.

COMMITTEE ACTION: 

COUNCIL ACTION: 

Related County Contract #: 2012-300
Related File Numbers: 
Ordinance or Resolution Number: 

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

TO: Whatcom County Council
FROM: Joshua Fleischmann, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: June 6, 2014
SUBJECT: PLN2014-00018 - Packinghouses

Based on comments received by petitioners and the public, and review by staff, and legal counsel and County Council Planning and Development Committee, minor changes to the previous agenda bill, ordinance, and Exhibit A were made for consistency, as well as the following changes:

- Packinghouses and Slaughterhouses are no longer proposed to be conditional uses within the Light Impact Industrial (LII) zone. References to the LII have been removed from the agenda bill summary statement, ordinance title and body, and Exhibit A.

- Included the Accessory Use permitting language (with strike outs) from the original ordinance approved in September 2013. This clarifies that the accessory use permitting language that was approved will be permanently removed from the zoning code. It was not clear that the interim language removing packinghouses as accessory uses was to be removed with the adoption of a final ordinance.

- By including the Administrative Approval Use permitting process for facilities less than 2,000 sf, limiting the Conditional Use permitting process for facilities between 2,000 and 7,000 sf, and requiring the facility be an accessory use as defined by WCC 20.97.005, the proposed amendment is more in line with the intent of the original application which was for small-scale slaughterhouses.

- Language identical to the proposed Agriculture zone criteria regarding holding pens and waste handling standards and permits has been included as criteria for packinghouses and slaughterhouses within the Heavy Impact Industrial (HII) and Rural and Industrial Manufacturing (RIM) zones.
• Amended the findings to include the Heavy Impact Industrial (HII) and Rural and Industrial Manufacturing (RIM) zones as zones where packinghouses and slaughterhouses would be allowed uses.

• Included language in the ordinance stating that upon the effective date of this ordinance, the interim ordinance shall no longer be effective.
ORDINANCE NO. 2014-
AMENDING WHATCOM COUNTY CODE TITLE 20 TO ALLOW
PACKINGHOUSES AND SLAUGHTERHOUSES IN THE AGRICULTURE (AG),
HEAVY IMPACT INDUSTRIAL (HII), AND RURAL AND INDUSTRIAL
MANUFACTURING (RIM) ZONING DISTRICTS.

WHEREAS, on September 10, 2013, the Whatcom County Council adopted
Ordinance No. 2013-051, entitled "Zoning Amendment to Allow Agricultural
Packinghouses in the Agriculture Zoning District"; and

WHEREAS, Whatcom County Planning and Development Services staff
originally proposed that all applications for packinghouses in the Agriculture Zoning
District be processed as conditional uses and a public hearing was held on staff's
proposed amendments before the Planning Commission; and

WHEREAS, the ensuing process before the Planning Commission and the
County Council leading up to the adoption of the final ordinance was lengthy,
involving numerous work sessions and public hearings, and was fraught with
controversy; and

WHEREAS, the Planning Commission recommended to the County Council
the adoption of an ordinance allowing applications for packinghouses with no more
than 20 employees, regardless of size, to be processed as permitted uses and
applications for packinghouses with more than 20 employees, regardless of size,
were to be processed as conditional uses; and

WHEREAS, the County Council ultimately adopted an ordinance allowing
applications for packinghouses no larger than 7,000 square feet to be processed as
permitted accessory uses and applications for packinghouses larger than 7,000
square feet, but less than 20,000 square feet, to be processed as conditional uses; and
WHEREAS, the County received many public comments during the adoption process expressing concerns about packinghouses and their potential threat to water quality and water quantity, as well as various other potential impacts they could have on neighboring uses. In addition, concerns were expressed about the potential loss of prime agricultural land and the impact of allowing such uses in critical areas and hazardous areas; and

WHEREAS, on November 13, 2013, Nicole Brown, Wendy Harris, and Tip Johnson filed a Petition for Review with the Growth Management Hearings Board challenging Ordinance No. 2013-051 on several grounds; and

WHEREAS, the adoption of a new ordinance could potentially resolve the appeal before the Growth Management Hearings Board, thereby saving the public resources necessary to maintain such litigation; and

WHEREAS, the proposed amendment has been reviewed under the State Environmental Policy Act (SEPA); and

WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed interim zoning amendment; and

WHEREAS, the Whatcom County Planning Commission held a public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Planning Commission forwarded its findings and reasons for action to the County Council; and

WHEREAS, the Whatcom County Council has reviewed the Planning Commission recommendation; and

WHEREAS, the Whatcom County Council held 3 work sessions in the Planning and Development Committee; and

WHEREAS, the Whatcom County Council held 2 public hearings on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Council hereby adopts the following
findings of fact and conclusions:

**FINDINGS**

1. The proposal is to amend the Agriculture (AG) and Heavy Impact Industrial (HII) zoning district portions of the Zoning Code, to allow for packinghouses and slaughterhouses, and the Rural and Industrial Manufacturing (RIM) zoning district to allow for packinghouses.

2. The proposal has been posted to the County website.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on January 16, 2014.

4. Notice of the Planning Commission work session for the subject amendment was posted on the County’s website in February 2014.

5. In order to approve the zoning amendment, the County must find that it is consistent with the Growth Management Act. Additionally, the County must find that the zoning amendment is consistent with and implements the Whatcom County Comprehensive Plan.

6. The Growth Management Act includes a planning goal to “Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state’s natural resources, public services, and public facilities” (RCW 36.70A.020(5)).

This proposed zoning amendment would allow for new packinghouses and slaughterhouses within the agriculture and heavy impact industrial zoning districts, as well as packinghouses within the rural and industrial manufacturing district. Prior to the adoption of Ordinance No. 2013-051, new packinghouses and slaughterhouses were prohibited within the agriculture zoning district, and new packinghouses were prohibited within the rural and industrial manufacturing zoning district. Staff recognizes the
benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. The Growth Management Act allows for jurisdictions to implement innovative zoning techniques, which should be designed to conserve agricultural lands and encourage the agricultural economy. This proposed amendment would support planning goal RCW 36.70A.020(5) Economic Development.

7. The Growth Management Act also includes a planning goal to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)).

This proposed zoning amendment would allow for new packinghouses and slaughterhouses within the agriculture and heavy impact industrial zoning districts, as well as packinghouses within the rural and industrial manufacturing district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. This proposed amendment would support planning goal RCW 36.70A.020(8) Natural Resource Industries.

8. Consistent with RCW 36.70A.177, this amendment will allow packinghouses and slaughterhouses within the agricultural zone that will support the agricultural community by allowing production of value-added agricultural products and will not interfere with the overall agricultural use and character of the County’s designated agricultural lands of long-term commercial significance.


This proposed zoning amendment would allow for new packinghouses and slaughterhouses within the agriculture and heavy impact industrial zoning districts, as well as packinghouses within the rural and industrial manufacturing district. Presently, Keizer Meats of Lynden, which operates the only USDA approved facility north of King County that is open to the general public, has received conditional approval to operate a facility at the...
location of their approved meat cutting and packing facility on Bob Hall Rd. Approval of this proposed amendment would allow other citizens within the agriculture, heavy impact industrial, and rural and industrial manufacturing zoning districts to provide slaughtering and value added services to Whatcom County farmers and allow greater opportunities for farmers to generate value-added products and get their product to the end user.

10. Policy 8B-2: Assist Whatcom County’s agricultural industry in the pursuit of its long-term economic potential. This should include the development of strategies and policies necessary to reach this potential, in terms of both production and diversity.

This proposed zoning amendment would allow for new uses not presently allowed in the agriculture, heavy impact industrial, and rural and industrial manufacturing zoning districts. Allowing this use may increase production and diversity of livestock by providing greater opportunities for livestock owners to get their product to the end user.

11. Policy 8B-4: Support methods and strategies to market Whatcom County agriculture in ways which ensure that agricultural activities (such as dairying) and entities (such as processors) will remain here in the long term.

Allowing new packinghouses and slaughterhouses within the agriculture and heavy impact industrial zoning districts, as well as packinghouses within the rural and industrial manufacturing district, would provide for additional marketing of Whatcom County livestock, as there is presently only one permitted USDA approved facility within any Whatcom County jurisdiction.

12. County-Wide Planning Policy I-5: The county and the cities should include an economic development element in their Comprehensive Plans. Economic development elements should be consistent with the CEDS. Economic development shall be coordinated with environmental concerns to protect the quality of life. Planning efforts should address economic sustainability. As part of the comprehensive planning process and through implementation of the comprehensive plan, the County shall develop and adopt goals, policies and regulations that protect resource land industries and support and encourage resource-based industries.
Approval of this proposed amendment would allow citizens within the agriculture, heavy impact industrial, and rural and industrial manufacturing zoning districts to provide slaughtering and value added services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. By approving the proposed amendment, comprehensive plan goals and policies and their related development regulations that support and encourage resource-based industries would be implemented.

13. County-Wide Planning Policy I-9: The County and the cities recognize the need for the protection and utilization of natural resources and resource lands including agricultural, mineral, forestry and fishing. As part of a broad based economy, productive timber, agriculture and fisheries industries should be supported in a sustainable manner.

Approval of this proposed amendment would allow citizens within the agriculture, heavy impact industrial, and rural and industrial manufacturing zoning districts to provide slaughtering and value added services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. Approval of this proposal would allow for an increase to the economic base for agricultural products related to livestock.

14. Packinghouses and slaughterhouses within the agriculture, heavy impact industrial, and rural and industrial manufacturing zones allow for a local, sustainable, humanely raised food supply for the citizens of Whatcom County.

15. Within the agriculture, heavy impact industrial, and rural and industrial manufacturing zoning districts, limiting holding pens to that necessary to accommodate animals intended for processing within 24 hours would prevent packinghouse and slaughterhouse holding pens from becoming feedlots, while allowing each facility the flexibility to adjust their business accordingly.

16. The proposed amendment has changed from the initial staff proposal that was reviewed through the State Environmental Policy Act (SEPA). However, review by the SEPA official and documentation of proposed and existing Whatcom County Code provisions indicates that this non-project level proposal is not likely to generate significant adverse environmental impacts,
therefore, the previously issued SEPA Threshold Determination of Determination of Nonsignificance (DNS) is still applicable.

17. The Rural Industrial Manufacturing (RIM) zone is the only zone presently in Whatcom County that specifically provides a permitting pathway to allow for slaughtering facilities. Applicability of land within the RIM zone to a new slaughterhouse is presently limited to the I-5 Rural Business RIM zone.

18. According to the 2007 USDA Census of Agriculture, Whatcom County has 95,500 cattle and calves.

19. Keizer Meats, the only USDA approved slaughtering facility in Whatcom County, is limited to slaughtering 2,000 animals per year through their Conditional Use Permit.

20. Both nationwide and locally, the percentage of livestock operations selling product directly to consumers or retailers is much smaller than that of other agricultural products (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).


22. The number of slaughter plants has decreased in recent years, both nationwide and locally (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).


24. Lack of nearby slaughter facilities can create logistical impediments to animal slaughter, particularly in being able to transport animals/meat to and from

25. Nationwide given the mismatch between smaller producers and larger plants, many individual producers marketing their meat via niche marketing arrangements must rely on smaller facilities, wherever they are located. Small producers may prefer to use a smaller slaughter and processing facility because a smaller plant is likely to be more flexible in satisfying the producer’s individual processing requests (US Department of Agriculture. *Slaughter and Processing Options and Issues for Locally Sourced Meat.* USDA Economic Research Service. 2012).

26. Nationwide sales of food sold via direct-to-consumer marketing have more than doubled over the last decade (USDA/NASS, 2007 Census of Agriculture). However, direct-to-consumer and intermediated sales of livestock products have not grown as rapidly as other food categories, despite apparent demand. Local producers continue to perceive a lack of local slaughter capacity as a hindrance in trying to meet growing demand (US Department of Agriculture. *Slaughter and Processing Options and Issues for Locally Sourced Meat.* USDA Economic Research Service. 2012).

27. Currently, the vast majority of livestock and poultry slaughter in the United States is done in a relatively small number of very large facilities (US Department of Agriculture. *Slaughter and Processing Options and Issues for Locally Sourced Meat.* USDA Economic Research Service. 2012).

28. New methods for animal slaughter and processing geared toward local markets, for example, mobile slaughter units (MSUs), can help meet some of the need for increased slaughter capacity in localized areas and enable the growth of small livestock producers marketing products to consumers in their region or community (US Department of Agriculture. *Slaughter and Processing Options and Issues for Locally Sourced Meat.* USDA Economic Research Service. 2012).

29. As part of the review process for the proposed amendments, Planning and Development Services has read numerous background documents including, but not limited to:

**CONCLUSIONS**

1. The proposed amendments are consistent with the Whatcom County Comprehensive Plan.
2. The proposed amendments serve the public interest by supporting the local agricultural industry.

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

BE IT FURTHER ORDAINED that upon the effective date of this ordinance, the interim ordinance as adopted by ORD2014-008 shall no longer be effective.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ____ day of ________, 2014.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Karen N. Frakes
Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved   ( ) Denied

Date Signed: _______________________

Page 10
Chapter 20.40 AGRICULTURE (AG) DISTRICT

20.40.100 Accessory Uses

-114 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

1. The total allowable building area is no larger than 7,000 square feet.
2. The facility processes at least 75 percent agricultural goods produced in Whatcom, Skagit and/or Island County and that originate from uses permitted in WCC 20.40.051.
3. Holding pens associated with packinghouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
4. For purposes of public notice, the applicant shall submit stamped envelopes with typed addresses for each property owner within 1,000 feet of the external boundaries of the subject property as shown by the records of the county assessor. A notice shall be mailed by Planning and Development Services explaining that an application is being processed for a packinghouse on the subject property as an allowed accessory use and that the notice is being provided as a courtesy only. A copy of WCC 20.40.114 shall be provided with the notice.
5. The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
6. The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.
7. An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
8. The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
9. The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
e. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.

(10) The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

20.40.130 Administrative Approval Uses

Packinghouses, as identified in WCC 20.97.282.1, and slaughterhouses, as identified in WCC 20.97.423.1, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

1. "Administrative approval use" approval criteria located in WCC 20.84.235(3) shall be satisfied.
2. The facility is an accessory use, as identified in WCC 20.97.005 "Accessory Use".
3. The total allowable building area is no larger than 2,000 square feet.
4. Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
5. The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.
6. If required by the Washington State Department of Ecology, the following permits shall be obtained:
   a. State waste discharge permit (WAC 173-216)
   b. Industrial stormwater permit – general permit (WAC 173-226)
   c. An NPDES Permit (RCW 90.48 and WAC 173-220)
7. The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
8. The packinghouse or slaughterhouse shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of
adjacent property.

(9) Packinghouses and slaughterhouses, approved under WCC 20.40.139 within the Agricultural (AG) District) shall not be located in Critical Aquifer Recharge Areas of a High Susceptibility, as identified by the Critical Areas Ordinance map, or Frequently Flooded Areas, as identified and regulated by Whatcom County Public Works River and Flood Division through WCC Title 17.

20.40.150 Conditional Uses

.164 Packinghouses, as identified in WCC 20.97.282.1, and slaughterhouses as identified in WCC 20.97.423.1, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

1.“Conditional use” approval criteria located in WCC 20.84.220 shall be satisfied.
2.The total allowable building area is larger than 27,000 square feet and no larger than 720,000 square feet.
3.The facility is an accessory use, as identified in WCC 20.97.005 “Accessory Use”
4.The facility processes at least 75 percent agricultural goods produced in Whatcom, Skagit and/or Island County and that originate from uses permitted in WCC 20.40.051.
5.Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
6.The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
7.The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.
8.An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology. If required by the Washington State Department of Ecology, the following permits shall be obtained:
   a. State waste discharge permit (WAC 173-216)
   b. Industrial stormwater permit – general permit (WAC 173-226)
   c. An NPDES Permit (RCW 90.48 and WAC 173-220)
(9) The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

(10) The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.

(11) The packinghouse, as identified in WCC 20.97.282.1, or slaughterhouse shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

(12) Packinghouses and slaughterhouses approved under WCC 20.40.165 within the Agricultural (AG) District shall not be located in Critical Aquifer Recharge Areas of a High Susceptibility, as identified by the Critical Areas Ordinance map, or Frequently Flooded Areas, as identified and regulated by Whatcom County Public Works River and Flood Division through WCC Title 17.

Chapter 20.68 Heavy Impact Industrial (HII)
20.68.050 Permitted Uses
.051 The manufacture and processing of food including meat (including packinghouses and slaughterhouses), dairy, fruits, vegetables, seafood, grain mill, large scale bakery, sugar and beverage products, provided the following criteria are met:

(1) Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.

(2) The facility shall comply with the solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County health Department as adopted by reference in WCC 24.06.

(3) If required by the Washington State Department of Ecology, the following permits shall be obtained:
   a. State waste discharge permit (WAC 173-216);
   b. Industrial stormwater permit – general permit (WAC 173-226);
   c. An NPDES permit (RCW 90.48 and WAC 173-220).

Chapter 20.69 Rural Industrial Manufacturing (RIM)
20.69.130 Administrative approval uses

20.69.131 Packinghouses and Slaughterhouses, provided the following criteria are met:

1. Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.

2. The facility shall comply with the solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County health Department as adopted by reference in WCC 24.06.

3. If required by the Washington State Department of Ecology, the following permits shall be obtained:
   a. State waste discharge permit (WAC 173-216);
   b. Industrial stormwater permit – general permit (WAC 173-226);
   c. An NPDES permit (RCW 90.48 and WAC 173-220).

Chapter 20.80 Supplementary Requirements

20.80.200 Setback requirements

20.80.255 Agriculture District.

1. The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment, the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.

2. The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, packinghouses and slaughterhouses, or areas used to contain, house or feed animals or store manure or feed, shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

3. The minimum separation between packinghouses/slaughterhouses and schools shall be 500 feet.

4. The minimum separation between packinghouses/slaughterhouses and adjacent property lines shall be 150 feet.

20.97.282.1 Packinghouse
"Packinghouse" means a plant that both slaughters animals and subsequently processes carcasses into fresh, cured, smoked, canned or other prepared meat products. Rendering and importation of animal by-products is strictly prohibited in packinghouses. Packinghouses shall not slaughter poultry. Packinghouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.310 Poultry
"Poultry" means products derived from the slaughter and processing of broilers, other young chickens, mature chickens, hens, turkeys, capons, geese, ducks, small game fowl such as quail or pheasants, and small game such as rabbits.

20.97.343 Rendering
"Rendering" means the process or business of producing tallow, grease, and high-protein meat and bone meal from animal by-products.

20.97.343.1 Rendering Plant
"Rendering plant" means a plant that processes animal by-product materials for the production of tallow, grease, and high-protein meat and bone meal.

20.97.423.1 Slaughterhouse
"Slaughterhouse" means a facility that slaughters animals and has as its main product fresh meat as whole, half or quarter carcasses or small meat cuts. Rendering and importation of animal by-products is strictly prohibited in slaughterhouses. Slaughterhouses shall not slaughter poultry. Slaughterhouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.424 Slaughtering
"Slaughtering" means the killing and processing of animals for human consumption.
Attachment A
Memorandum

TO: Joshua Fleischmann
FROM: Tyler Schroeder
DATE: June 6, 2014
SUBJECT: PLN2014-00018 – Packinghouses SEPA Review

A SEPA threshold determination of Determination of Nonsignificance was originally issued for PLN2012-00008 Small Scale Slaughterhouses based on the following project description:

Proposal to amend the agriculture zoning district to allow small scale slaughterhouses as a conditional use.

The revisions made as part of the proposed ordinance (PLN2014-00018) have been reviewed with the scope of original determination in mind. However, this has not been documented in the record. Thus, SEPA documentation for PLN2014-00018 has been reviewed to ensure that the proposed changes to the AG, HII and RIM have been taken into account.

Under the proposed ordinance, project specific SEPA review will be subsequently conducted in the following manner:

- **Heavy Impact Industrial (HII)** – Packinghouses and Slaughterhouses will be processed as Permitted Uses. Project specific SEPA review will be required if the proposed building exceeds the threshold exemption size of 12,000 sf for industrial uses as identified in WCC 16.08.070.3.

- **Agriculture (AG)** – Packinghouses and Slaughterhouses will be processed as either an Administrative Approval Use or a Conditional Use. Project specific SEPA review will not be required, and the threshold exemption size of 12,000 sf for industrial uses as identified in WAC 197-11-800(1)(b)(4) will not be exceeded (Note: WAC 197-11-800(1)(b)(3) indicates that the agriculture building exemption is “to be used only by the property owner or his or her agent in the conduct of farming the property”). Within the AG zone, packinghouses and slaughterhouses are limited to 7,000 sf, with
conditions in proposed WCC 20.40.139 and .164, to specifically mitigate potential environmental impacts.

- **Rural Industrial Manufacturing (RIM)** – Packinghouses and Slaughterhouses will be processed as Administrative Approval Uses. Within the Rural Business designated RIM zones, new nonresidential uses are subject to a maximum building size of 7,000 sf, per WCC 20.69.302. Project specific SEPA review will not be required, as the threshold exemption size of 12,000 sf for industrial uses as identified in WAC 197-11-800(1)(b)(4) will not be exceeded. However, all other county development regulations including the performance standards in WCC 20.69 specifically designed to mitigate potential environmental impacts must be met.

Additionally, Packinghouses and Slaughterhouses in any zone would be required to meet State and Federal requirements such as water availability, wastewater, air pollution, and labor laws, among others. Further, approval criteria for Administrative Approval Uses and Conditional Uses, as well as specific criteria within the AG, RIM, and HII zones, would be required, as applicable.

Thus, the changes to this non-project action, coupled with the zoning limitations and conditions and/or Project Specific SEPA requirements (where applicable), are not substantive enough to require a revised SEPA threshold determination. However, it should be noted that the present proposal moving through the legislative process has been modified from the original proposal at the time of SEPA review.

Please place this memo in the official file to be included as part of the record.
## TITLE OF DOCUMENT:
Discussion regarding potential property acquisition for the Flood Control Zone District

## ATTACHMENTS:
None

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

## COMMITTEE ACTION:

## COUNCIL ACTION:

### Please Note:
Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>AL</td>
<td>0609/14</td>
<td></td>
<td>06/17/14</td>
<td>COTW Exec</td>
</tr>
</tbody>
</table>

**RECEIVED**

**JUN 10 2014**

**WHATCOM COUNTY COUNCIL**

---

**TITLE OF DOCUMENT:** Request Executive Session discussion of potential property acquisition.

**ATTACHMENTS:**

- SEPA review required? ( ) Yes ( x ) NO
- SEPA review completed? ( ) Yes ( x ) NO

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

The County Executive requests an Executive Session to discuss a potential park property acquisition.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

May 20, 2014

CALL TO ORDER

Council Vice-Chair Ken Mann called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Sam Crawford, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: Carl Weimer.

FLAG SALUTE

ANNOUNCEMENTS

(7:01:46 PM)

Mann announced there was discussion with Chief Civil Deputy Prosecutor Daniel Gibson regarding potential Flood Control Zone District property purchase (AB2014-018) in executive session during the Committee of the Whole meeting. The Committee provided guidance to staff about doing some initial research.

MINUTES CONSENT

(7:02:23 PM)

Brenner moved to approve the Minutes Consent items.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Buchanan, and Kremen (5)

Nays: None (0)

Abstains: Browne (1)

Absent: Weimer (1)

1. SURFACE WATER WORK SESSION FOR APRIL 29, 2014

2. COMMITTEE OF THE WHOLE FOR MAY 6, 2014

PUBLIC HEARINGS
1. ORDINANCE ESTABLISHING CHARGES/FEES FOR PROVIDING ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES IN WHATCOM COUNTY (AB2014-121A) (7:03:20 PM)

Mann opened the public hearing and, hearing no one, closed the public hearing.

Crawford moved to adopt the ordinance. He is the Council representative on the Medic One board. This has been the product of considerable analysis and discussion. The City of Bellingham, Whatcom County, and fire districts are cooperating and communicating at an unprecedented level. There is a unified approach to various issues. He’s encouraged about how the Medic One situation has evolved over the last few years.

This includes an increase in fees. With so much increase in medical costs while they get less and less compensation from the federal health system, he is in favor of shifting those costs to the users of the service. If they don’t shift costs, all taxpayers will have to pay. An increase in ambulance service cost for the user is tough, but they must acknowledge that maintaining the past system of funding will not provide a financially sustainable system into the future. This is necessary. Users will have to absorb more of the cost.

Brenner stated Medicare, and possibly Medicaid, only allows charges of a certain amount.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
Nays: None (0)
Absent: Weimer (1)

OPEN SESSION

(7:07:48 PM)

The following people spoke:
• Greg Brown, Lummi Island Ferry Advisory Committee, submitted and read from a handout (on file) to thank the County Public Works Department Director and staff and County Council for good works during National Public Works Week.
• Frank Abart, Public Works Department Director, thanked the LIFAC members and general Lummi Island community for the appreciation.

CONSENT AGENDA

(7:11:22 PM)

Crawford reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through seven.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR DEVELOPMENT OF WISER LAKE INTEGRATED AQUATIC VEGETATION MANAGEMENT PLAN, IN THE AMOUNT OF $15,450 (AB2014-187)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND ELDRED & ASSOCIATES, LLC, TO PERFORM FACILITATION SUPPORT SERVICES FOR THE WRIA 1 PLANNING UNIT, IN THE AMOUNT OF $20,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $42,000 (AB2014-188)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD CONSTRUCTION CONTRACT BID #14-28 FOR 2014 HOT MIX ASPHALT PRELEVEL AT VARIOUS LOCATIONS TO THE LOWEST BIDDER, WHATCOM BUILDERS, INC., IN THE AMOUNT OF $1,083,838 (AB2014-189)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID #14-23 FOR THE ANNUAL DRYDOCK REPAIRS AND MAINTENANCE OF THE WHATCOM CHIEF FERRY TO THE LOW BIDDER, VIGOR MARINE, IN THE AMOUNT OF $221,433 (AB2014-190)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID #14-18 FOR RENTAL CONSTRUCTION EQUIPMENT TO ALL BIDDERS, IN AN AMOUNT THAT MAY EXCEED $35,000 WITH A SINGLE VENDOR (AB2014-191)

6. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST YOUTH SERVICES FOR HOUSING CASE MANAGEMENT SERVICES, IN THE AMOUNT OF $108,054 (AB2014-199)

7. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND LYDIA PLACE FOR HOUSING CASE MANAGEMENT SERVICES, IN THE AMOUNT OF $216,675 (AB2014-200)

OTHER ITEMS

1. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, TENTH REQUEST, IN THE AMOUNT OF $1,911,591 (AB2014-178) (7:12:25 PM) Crawford reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
Nays: None (0)
Absent: Weimer (1)

2. ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION 3.08, PURCHASING SYSTEM, TO MODIFY THE REQUIREMENTS FOR BID SPECIFICATIONS, DEPOSITS, AND AWARDS (AB2014-183) (7:13:16 PM)

Crawford reported for the Finance and Administrative Services Committee and stated this item has been held in committee.


(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Crawford reported for the Finance and Administrative Services Committee and moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
Nays: None (0)
Absent: Weimer (1)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND 2020 ENGINEERING, INC. FOR THE BIRCH POINT STORMWATER MANAGEMENT STUDY, IN THE AMOUNT OF $60,000 (AB2014-186) (7:14:38 PM)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Crawford reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Buchanan, and Kremen (5)
Nays: None (0)
Abstains: Browne (1)
Absent: Weimer (1)

5. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20 TO ALLOW PACKINGHOUSES AND SLAUGHTERHOUSES IN THE AGRICULTURE (AG), HIGH IMPACT INDUSTRIAL (HII), LOW IMPACT INDUSTRIAL (LII), AND RURAL AND INDUSTRIAL MANUFACTURING (RIM) ZONING DISTRICTS (AB2014-060B) (7:15:36 PM)

This item has been withdrawn from the agenda and will be rescheduled.
6. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF
CHRISTINA KOBIDISH TO THE BELLINGHAM-WHATCOM COUNTY
COMMISSION AGAINST DOMESTIC VIOLENCE (AB2014-192) (7:16:03 PM)

_Buchanan moved_ to confirm the appointment.

The motion carried by the following vote:
**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
**Nays:** None (0)
**Absent:** Weimer (1)

7. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF
SUE SULLIVAN TO THE WHATCOM COUNTY PUBLIC HEALTH ADVISORY
BOARD (AB2014-193) (7:16:22 PM)

_Kremen moved_ to confirm the appointment.

The motion carried by the following vote:
**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
**Nays:** None (0)
**Absent:** Weimer (1)

8. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF
AMBER POULEY TO THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE
(AB2014-194) (7:16:43 PM)

_Browne moved_ to confirm the appointment.

The motion carried by the following vote:
**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
**Nays:** None (0)
**Absent:** Weimer (1)

9. RESOLUTION OF BELLINGHAM CITY COUNCIL AND WHATCOM COUNTY
COUNCIL RECOGNIZING WHATCOM MEDIC ONE FOR 40 YEARS OF
PROVIDING ADVANCED LIFE SUPPORT SERVICE THROUGHOUT THE CITY OF
BELLINGHAM AND WHATCOM COUNTY (AB2014-195) (7:17:00 PM)

Mann read the resolution into the record.

_Buchanan moved_ to approve the resolution.

Kremen stated Whatcom County has the best emergency medical services (EMS) system in the state. He described the history of the EMS system in Whatcom County. The total cost for the service when they began in 1974 was $60,000. Today the cost is $8 million. They’re getting their money’s worth. The community is fortunate to have the system. He supports the resolution.

The motion carried by the following vote:
**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
INTRODUCTION ITEMS

(7:21:47 PM)

Browne moved to accept Introduction Items one through five.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
Nays: None (0)
Absent: Weimer (1)

1. ORDINANCE REPEALING THE 1994 ELIZA ISLAND PLAN AND AMENDING PROVISIONS IN THE WHATCOM COUNTY COMPREHENSIVE PLAN AND ZONING CODE RELATING TO THE PLAN (AB2014-196)

2. ORDINANCE REPEALING THE 1991 SOUTH FORK VALLEY SUBAREA PLAN AND AMENDING PROVISIONS IN THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATING TO SUBAREA PLANS (AB2014-197)

3. ORDINANCE REPEALING THE 1982 LAKE WHATCOM SUBAREA PLAN AND AMENDING PROVISIONS IN THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATING TO SUBAREA PLANS (AB2014-198)

4. ORDINANCE AMENDING ORDINANCE 2013-027, TO ESTABLISH THE SUPERIOR COURT FOURTH JUDGE COURTROOM RENOVATION PROJECT FUND AND ESTABLISH A PROJECT BASED BUDGET FOR THE SUPERIOR COURT FOURTH JUDGE COURTROOM RENOVATION PROJECT (AB2013-206)

5. ORDINANCE AMENDING THE 2013-2014 WHATCOM COUNTY BUDGET, 11TH REQUEST, TO APPROPRIATE $1,422,464 TO FUND A TRANSFER FROM NON-DEPARTMENTAL TO SUPERIOR COURT 4TH JUDGE REMODEL PROJECT FUND (AB2014-207)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

(7:22:50 PM)

Browne reported that the Airport Advisory Committee is reorganizing into two groups that consist of a citizen group and a technical group. The citizen group will primarily concern itself with noise complaints. He suggested to Port Commissioners that they and the Council should interact on economic development issues and transportation issues, possibly through a different meeting group. Councilmember participation is currently in limbo.

DISCUSSION OF FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE RECOMMENDATION ON SYRE PROPERTY EROSION (AB2014-185)
Buchanan reported for the Natural Resources Committee and stated the committee discussed the Syre property. He moved to provide direction to Public Works Department staff to move forward with the Syre farm bank stabilization project.

Crawford stated he would like the Council to be kept informed about whether or not it’s practical to do this project this year. He is open to the idea that they may have to delay through the winter if it’s in the best judgment of staff. He supports moving forward. He was originally not in favor of this project because it was far down on the priority list of water projects and flood projects. However, the advisory committee deliberated on this for a few months, and the majority agreed that this project move forward. He respects their judgment, particularly the agricultural interests on the advisory committee. These citizens are very aware of the County’s limited resources. He will support the project.

Browne stated he is concerned that the ordinance that lists the priorities for the use of these funds doesn’t support this project. Also, the repair and maintenance program requires a citizen to contribute a minimum of 30 percent to any citizen-requested project. There has been no discussion of landowner contribution to the project. There are unanswered questions about whether this is within the purview of what the flood monies are supposed to be used for.

Paula Cooper, Public Works Department, stated the project site is within the Sumas/Nooksack/Everson Flood Subzone. Typically the subzone district would contribute 30 percent. Right now, that subzone advisory committee has only two members, and they haven’t discussed this. They would be approached for the 30 percent match.

Crawford asked if staff would contact them if the Board approves this item tonight. Cooper stated she’s let them know the County is discussing this project.

Mann stated he is against the proposal. The site is beautiful with valuable farmland, which they all want to protect and preserve. However, the Council must make difficult choices. It is wrong to use at least $750,000 public dollars to preserve a small piece of private property. It sets a precedent for anyone to ask the County to bail out a private landowner with eroding river frontage. He’s been consistent about opposing these types of projects. For this project, it would be cheaper to buy the property than try to protect or armor it in a way that could be washed downstream one year later.

While on those committees, heartstrings get pulled because people sympathize with farmers and property owners. However the Council must guard public tax dollars. There isn’t a compelling public interest in this case. There is a State highway there. The State will be responsible for that when the time comes. There aren’t any legitimate scientific fish issues about whether this erosion is somehow contributing sediment to the river at this location. They haven’t heard from anyone, and there are plenty of environmentalists in this county trying to protect fish. None have stepped forward to say there is a compelling problem. The landowner is sophisticated and knew what he was getting into when he bought it. For all of those reasons, he opposes this item. Most importantly is the principle of using public dollars to bail out a private landowner’s property. That is not the County’s job. The Council cannot disaster-proof the County in advance and will not bail out everyone after the fact. The County can’t afford it. It’s not right. It’s not the government’s job. Oppose this item.
Brenner stated she supports this project. It isn’t about bailing out anyone. It’s about protections on the river that have more to do with salmon habitat. Environmentalists can say whatever they want. This is little to them. There is a bigger issue to them. She’s an environmentalist and cares about this. She visited the site. The river is filthy brown because they’ve lost so much land in the last year or two. Salmon won’t be able to spawn in that part of the river with that kind of sediment. From the beginning, Public Works staff didn’t want to do this. She’s heard nothing but negative things about the project. The County caused that problem when it stopped dredging the river, and a huge island formed next to the property, which is funneling the water right into it. It is an important issue to protect salmon.

Browne read the criteria for choosing the projects from Whatcom County Code (WCC) 100.050.010 to .060. This project doesn’t meet those criteria. The Code also says that property owners or local sponsors should pay 30 percent of the total cost of any flood control repair and maintenance project, including design and permitting. His biggest issue is that they are jumping around the established process in the County Code. If the established process doesn’t result in the decisions the Council wants, the Council should change the code, not just make a decision outside the code.

Brenner stated another section of the code probably applies to this project. They deal with all kinds of flood issues using flood control money. This is not outside that realm. The County even has regulations and codes that contradict each other. Don’t rely on the language in that one section of the code that says they can’t use the funds for this particular project.

Mann stated he agrees that this has gone outside the ranking process. They have an excellent process they established for this reason. Whenever they get familiar with the details of a project, they want to help people and save people’s properties. However, they must rank these projects, and this was 150th on the list. This project moved up on its own and has gotten special treatment. It doesn’t follow the established process.

Browne stated using any resources to do this project, even if it is just to manage an independent contractor, takes resources away from other projects. The department has a finite amount of labor. The County has major issues in this area, including Swift Creek, Deming, and Jones Creek. Deming and Jones Creek have impacts to schools and kids, which is a higher priority for him than vacant land.

Crawford stated he is trying to address the resources conflict with other projects by saying that Public Works could delay the project to the summer of 2015 if necessary. They must keep moving forward on those major projects. Staff should consider that internal resources are a legitimate reason for a delay of this Syre property project. He switched his opinion on the use of the money. He respects prioritization, but it’s not as simple as setting a bunch of priorities on a list. If it were, they could hand the list to staff and quit talking about it. There’s more to it than that. The situation with the river and the decision on where to put resources are dynamic and changing. This is not the first time they’ve diverted projects. The Council and the advisory committee are trying to respond to a changing situation. He hopes they all respect the priority list, but is not opposed to raising a particular project if necessary.
Kremen stated there is merit to arguments on both sides of the issue. The Council needs to give credence to the prioritization of the advisory committee, even though it wasn’t a super-majority vote. It’s hard now to get volunteers to serve on these kinds of decision-making organizations and committees. If the Council disregards their discussion, time, and recommendations, it will be even harder to get people to serve on these kinds of advisory committees. Councilmember Brenner’s concern about impacts of sediment debris to salmon habitat is valid. The sediment also creates potential flooding situations downriver. Councilmember Browne’s points also are valid. However, he disagrees that this is the County’s fault for not dredging the river. He’s frustrated that the State Department of Fish and Wildlife could have given the County a permit eight years ago to address the erosion problem at this property when the problem was small, but didn’t. The cost to address the problem at the time was approximately $7,000, not $750,000. That was a bad decision they have to live with. He supports this project.

Buchanan asked for a legal opinion about the code recitals that Councilmember Browne read.

Karen Frakes, Prosecutor’s Office, stated she’s not prepared to give a legal opinion now. If there is a concern about it, she would like to take time to study it.

Brenner stated there is potential to wash out the State highway. They can say it’s the State’s responsibility, but the State doesn’t always come through when it is supposed to. County residents live out there. That road is extremely important.

Mann stated it is infrastructure. If the County begins to preemptively help the State pay for things, that will get expensive quickly.

Browne stated he is the Council representative on the Flood Control Zone District Advisory Committee and attended all the meetings on this topic. When this decision was made at the last meeting, many different committee members had different interpretations of the mandate. He asked to provide a clear set of guidelines on the mandate of how this money should be spent. Given that there is a lot of confusion on the committee, know that the committee vote was 7-5. Five members of the committee, many of whom have been on the committee for years, don’t believe this is a good use of funds.

Buchanan asked if this expense is authorized based on the code recitals that Councilmember Browne read. Frakes stated that according to the code, property owners or local sponsors shall pay at least 30 percent of the total cost of the project, but there is a provision that allows the Board of Supervisors to approve a different formula.

Crawford stated the code says that financial participation of the subzone district shall be determined by the Board of Supervisors on a case-by-case basis.

Mann stated that regardless of the percent contributed by the County, this is not an appropriate use of public funds. They haven’t heard any technical evidence or testimony about whether or not the erosion at this site is good or bad for salmon. He hasn’t heard any testimony about downstream effects of fixing this problem. Once they start messing with the river, all kinds of unintended consequences happen.
Browne asked if this project does not meet any of the four guidelines listed in the code. That question needs to be answered.

Brenner stated they discussed the potential for eroding away the road during the surface water work session, which meets three of those priorities. It also will affect the economy of everyone east of the location.

Kremen stated this and prior councils have put a high priority on protecting agricultural land. Councilmember Mann’s suggestion that the County just buy it and let it erode may be valid. The County has spent millions on protecting agricultural land because it is a high priority of the Council. That’s why this difficult issue should be supported. The County, its economy, and its people support and depend on the agricultural industry. Support the resolution.

Mann stated that if they’re interested in protecting agricultural land, there are many other ways to get a return on an investment of $750,000 that would be better than a temporary repair on the Nooksack River.

Browne stated the original project proposed to accomplish the goal cost $2.2 million. This proposal is an attempt to lower the cost, but offers no guarantee that it will actually work.

**Kremen moved** to conclude debate and vote on the motion.

The motion to conclude debate carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)  
**Nays:** None (0)  
**Absent:** Weimer (1)

The motion to approve staff direction carried by the following vote:

**Ayes:** Brenner, Crawford, Buchanan, and Kremen (4)  
**Nays:** Mann and Browne (2)  
**Absent:** Weimer (1)

Brenner reported for the Public Works, Health, and Safety Committee on the presentation by Puget Sound Energy on infrastructure updates planned for Whatcom County (AB2014-204).

**DISCUSSION REGARDING A CITIZEN PROPOSAL TO INSTALL A CROSSWALK AT THE INTERSECTION OF LAKEWAY DRIVE AND PARKSTONE LANE (AB2014-203)**

**Brenner** reported for the Public Works, Health, and Safety Committee and **moved** to request that the administration and Public Works Department develop and provide the Council with the top three crosswalk plans, including price estimates, with at least one model using the Kirkland Pedflag, in the vicinity of Parkstone Lane as mentioned by the proponents.

Crawford asked if this would be part of the six-year plan.
Frank Abart, Public Works Department, stated the staff is supposed to come back with options for further discussion. There isn’t a project yet to put into the plan. If it becomes a project, they will want to incorporate it into the six-year plan.

Kremen stated they also want to know the costs of the options, which will determine whether or not it will go onto the six-year plan.

Abart stated he’s already talked to staff about this direction.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, and Kremen (6)
Nays: None (0)
Absent: Weimer (1)

Brenner stated she attended an awards events presented by Northwest Washington Sustainability Challenge for Western Washington University students who invented things. She described some of the inventions. She invited the students to present their inventions to the Public Works Committee.

Crawford stated he will be absent from the Council meeting on August 5.

**ADJOURN**

The meeting adjourned at 8:01 p.m.

The Council approved these minutes on ____________, 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Ken Mann, Council Vice-Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Committee of the Whole  

June 3, 2014  

CALL TO ORDER  
Council Chair Carl Weimer called the meeting to order at 6:15 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  
Present:  Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer  
Absent:  None  

COMMITTEE DISCUSSION  
1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING APPEAL OF GROWTH MANAGEMENT HEARINGS BOARD CASE NO. 12-2-0013 (AB2014-018)  
   Attorney Present:  Karen Frakes  
   Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1)(i). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.  
   
   Kremen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.  
   
   The motion carried by the following vote:  
   **Ayes:** Crawford, Brenner, Browne, Buchanan, Mann, Kremen and Weimer (7)  
   **Nays:** None (0)  

OTHER BUSINESS  

ADJOURN  
The meeting adjourned at 7:00 p.m.  

The Council approved these minutes on ______ 2014.  

ATTEST:  WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Dana Brown-Davis, Council Clerk
Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:04:45 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Weimer announced there was discussion with Senior Deputy Prosecutor Karen Frakes regarding appeal of Growth Management Hearings Board Case No. 12-2-0013 (AB2014-018) in executive session during the Committee of the Whole meeting.

(7:05:13 PM)

MINUTES CONSENT

(7:05:44 PM)

Browne stated the Council received a corrected page for the Council minutes of May 6, 2014.

Kremen moved to approve the minutes as corrected.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

1. REGULAR COUNTY COUNCIL FOR MAY 6, 2014

2. SPECIAL COUNTY COUNCIL FOR MAY 13, 2014

3. COMMITTEE OF THE WHOLE FOR MAY 20, 2014

Whatcom County Council, 6/3/2014, Page 1
OPEN SESSION

(7:06:40 PM)

The following people spoke:
- Greg Brown spoke about meetings regarding a Hearings Board case.
- Paul Schissler spoke about regional cooperation on affordable housing issues.
- Gaythia Weiss spoke about the discussion regarding the use of Roundup to control roadside vegetation (AB2014-221).

CONSENT AGENDA

(7:11:50 PM)

Crawford reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through five.

Brenner withdrew item one.

The motion to approve Consent Agenda items two through five carried by the following vote:

| Ayes: | Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7) |
| Nays: | None (0) |

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND KIBBLE & PRENTICE, A USI COMPANY, FOR BENEFIT CONSULTATION SERVICES FOR THE COUNTY’S SELF-INSURED MEDICAL PROGRAM, IN THE AMOUNT OF $48,500 IN 2015; $51,000 IN 2016; AND $53,500 IN 2017 (AB2014-211)

Crawford reported for the Finance and Administrative Services Committee and moved to approve the request.

Brenner stated she and many employees have been unimpressed with the group.

The motion carried by the following vote:

| Ayes: | Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6) |
| Nays: | Brenner (1) |

2. RESOLUTION AMENDING CRP NO. 914004 AND APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND LOW BIDDER, ORION MARINE CONTRACTORS, INC. FOR THE GOOSEBERRY POINT FERRY DOLPHIN REPLACEMENT PROJECT, IN THE AMOUNT OF $698,631.50 (AB2014-212)
3. RESOLUTION SUPPORTING INTERLOCAL COOPERATION IN REGIONAL CONSORTIUM REQUIRED FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FEDERAL FUNDING FOR AFFORDABLE HOUSING (AB2014-213)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID #14-24 AND ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE LOW BIDDER, FABER CONSTRUCTION CORPORATION, FOR WHATCOM COUNTY COURTHOUSE COURTROOM RENOVATIONS, IN THE AMOUNT OF $949,309.71 (AB2014-214)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND REICHARDT & EBE ENGINEERING, INC. FOR PROFESSIONAL DESIGN SERVICES FOR SOUTH FORK PARK, IN THE AMOUNT OF $55,522.94 (AB2014-215)

OTHER ITEMS

1. RESOLUTION APPROVING THE PORTAGE BAY SHELLFISH RECOVERY PLAN 2014 UPDATE (AB2014-210) (7:13:45 PM)

   Buchanan reported for the Natural Resources Committee and moved to approve the resolution.

   The motion carried by the following vote:
   Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
   Nays: None (0)

2. ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION 3.08, PURCHASING SYSTEM, TO MODIFY THE REQUIREMENTS FOR BID SPECIFICATIONS, DEPOSITS, AND AWARDS (AB2014-183) (7:14:10 PM)

   Crawford reported for the Finance and Administrative Services Committee and stated the committee did not act on this item. No specific change is proposed in the draft ordinance.

   Brenner stated her intent is not to decide the limit, but to have the discussion about what the limit should be. They should not allow hundreds of thousands of dollars to be spent without coming to the County Council for approval, even if it’s grant money, general fund money, or road fund money.

   Crawford stated the Executive can’t just spend hundreds of thousands of dollars, but there are some exceptions that allow continuation of contracts. He prefers there be a more specific proposed ordinance. They will vet any specific proposal through the administration for an analysis of impacts regarding whether the time and review facilitates County purchasing. Before scheduling in Finance Committee, get all the information to the Executive so they can have a good discussion in Finance Committee.

   Brenner stated she would like to have the full 2014 contract list, not just January. As soon as she gets that information, she will schedule it in Finance Committee.
3. ORDINANCE AMENDING ORDINANCE 2013-027, TO ESTABLISH THE SUPERIOR COURT FOURTH JUDGE COURTROOM RENOVATION PROJECT FUND AND ESTABLISH A PROJECT BASED BUDGET FOR THE SUPERIOR COURT FOURTH JUDGE COURTROOM RENOVATION PROJECT (AB2014-206) (7:17:53 PM)

Crawford reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

4. ORDINANCE AMENDING THE 2013-2014 WHATCOM COUNTY BUDGET, 11TH REQUEST, TO APPROPRIATE $1,422,464 TO FUND A TRANSFER FROM NON-DEPARTMENTAL TO SUPERIOR COURT 4TH JUDGE REMODEL PROJECT FUND (AB2014-207) (7:18:57 PM)

Crawford reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)


Mann reported for the Planning and Development Committee and moved to forward for concurrent review.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

6. ORDINANCE REPEALING THE 1991 SOUTH FORK VALLEY SUBAREA PLAN AND AMENDING PROVISIONS IN THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATING TO SUBAREA PLANS (AB2014-197) (7:20:55 PM)

Mann reported for the Planning and Development Committee and moved to forward for concurrent review.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

Mann reported for the Planning and Development Committee and moved to forward for concurrent review.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

BOARD, COMMISSION, AND COMMITTEE APPOINTMENTS

1. NOMINATION AND APPOINTMENT TO FILL A VACANCY ON THE PORTAGE BAY SHELLFISH PROTECTION DISTRICT ADVISORY COMMITTEE - APPLICANT(S): ANDY ROSS (AB2014-209) (7:21:59 PM)

Brenner moved to nominate and appoint Andy Ross.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

INTRODUCTION ITEMS

(7:22:40 PM)

Crawford moved to accept Introduction Items one through eight.

Mann withdrew item eight.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

1. ORDINANCE GRANTING ASTOUND BROADBAND, LLC A NON-EXCLUSIVE FRANCHISE FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES AND OTHER SERVICES (AB2013-331)

2. ORDINANCE GRANTING PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION, A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES (AB2014-180)
3. ORDINANCE AMENDING ORDINANCE 2012-050 (AMENDMENT #1) ESTABLISHING THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY PROJECT (AB2014-216)

4. ORDINANCE AMENDING WHATCOM COUNTY CODE 8.10 SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION (AB2014-217)

5. ORDINANCE AMENDING ORDINANCE 2014-13 (AMENDMENT #1) ESTABLISHING THE TELECOMMUNICATIONS SYSTEM REPLACEMENT FUND AND RELATED CAPITAL BUDGET APPROPRIATION (AB2014-218)

6. ORDINANCE AMENDING ORDINANCE 2008-025 (AMENDMENT #5), PROJECT BUDGET NO. 2, WHICH ESTABLISHED THE INITIAL EAST WHATCOM REGIONAL RESOURCE CENTER PROJECT BUDGET (AB2014-219)

7. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, TWELFTH REQUEST, IN THE AMOUNT OF $2,312,053 (AB2014-220)

8. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20 TO ALLOW PACKINGHOUSES AND SLAUGHTERHOUSES IN THE AGRICULTURE (AG), HIGH IMPACT INDUSTRIAL (HII), AND RURAL AND INDUSTRIAL MANUFACTURING (RIM) ZONING DISTRICTS (AB2014-060C)

Mann reported for the Planning and Development Committee and stated the committee recommends a substitute version of the ordinance. He moved to accept the substitute version for introduction. Everything is the same except a slaughterhouse in an agricultural zone would require a conditional use permit, it would no longer need to be an accessory use, and they would not limit the number of facilities allowed.

Brenner stated she is against the substitute draft ordinance because it would be too difficult and expensive for small operations to go through the conditional use process. There should be a threshold under which the County would permit by administrative approval.

Mann stated an administrative approval permit can also be appealed and go to the Hearing Examiner anyway. Given how controversial this use is, any administrative permit request will be appealed. The process will be difficult no matter what. There isn’t an easy permitting process for one of these operations. He can’t support something that doesn’t have a high degree of review.

Brenner stated an administrative approval goes through County staff. A conditional use permit goes through a longer process directly through the Hearing Examiner.

The motion to accept the substitute ordinance for Introduction carried by the following vote:

Ayes: Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6)

Nays: Brenner (1)
DISCUSSION REGARDING THE USE OF ROUNDUP TO CONTROL ROADSIDE VEGETATION (AB2014-221)


Weimer stated the Council hears the same concerns about pesticide and herbicide use whenever this program is discussed. Whatcom County has won awards for working to reduce the level of spraying. People have an opportunity to opt out of having their property sprayed. They use it as little as possible. They have not found a good alternative that is cost-effective. The Washington Toxics Coalition acknowledged the County for its plan in 2006. Some counties have not been spraying at all, so he will check with them to see what’s changed in eight years.

Brenner stated County staff will provide responses to the comments received today.

DISCUSSION REGARDING A CITIZEN PROPOSAL TO INSTALL A CROSSWALK AT THE INTERSECTION OF LAKEWAY DRIVE AND PARKSTONE LANE (AB2014-203)

Brenner reported for the Public Works, Health, and Safety Committee. The Committee recommended and she moved that the Council request the Public Works staff bring forward a recommendation on the best location for a crosswalk on that stretch of Lakeway Drive.

Crawford asked that they leave open all options for design and location. They must apply accepted engineering standards for the design. Make sure the crosswalk doesn’t create a hazard.

Mann stated the committee recommended that the Council request the Public Works Department staff to study a crossing design according to option B, a flashing amber light crosswalk. They ruled out option A because it clearly is not safe enough, and option C was too expensive. He prefers that they study a location at Oriental Avenue and bring back a recommendation to the committee.

Jack Louws, County Executive, stated no vote is necessary. The Public Works Department staff and administration will work on the committee’s request.

Brenner withdrew her motion.

Browne submitted a draft letter (on file) and moved to write a letter to the Washington State Recreation and Conservation Office supporting the Washington State Parks and Recreation Commission’s grant application to help fund sno-parks and trails as part of the State Parks Winter Recreation Program.

Brenner asked if this commits the County to spending money.
Browne stated it does not.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

Browne reported that he acknowledges the owner of Brigadoon Service Dogs, who received an award from Senator Patty Murray for providing dogs to wounded warriors for rehabilitation.

Brenner reported that she encourages councilmembers to attend the First Salmon Ceremony, the YWCA celebrated 35 years, and she attended meeting in Lynden about an alternative water plan proposal. Birch Bay has access to another aquifer, which they could use to offset and increase the water flow that goes to the Nooksack River. She would like to schedule a briefing for the Council.

Crawford reported he emailed councilmembers about dog kennels being allowed in agricultural areas in the county. He would like to continue that discussion. Implementation of culvert replacement for fish passage throughout the county has been delayed. It is going to be a big deal and very costly. He suggests there be a presentation about impacts and what the County will need.

Browne reported the next water forum will be held in the Council Chambers on Saturday, June 14 at 9:30 a.m. It is a Grange forum, and he will moderate.

Brenner stated that she suggests that councilmembers attend next year’s Taste of Tourism event.

**ADJOURN**

The meeting adjourned at 7:48 p.m.

The Council approved these minutes on ______________, 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
**TITLE OF DOCUMENT:**
Ordinance amending Whatcom County Code 8.10 Solid Waste and Residential Recycling Collection

**ATTACHMENTS:**
Cover Memorandum
Ordinance

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

Following review by the Solid Waste Advisory Committee, Solid Waste Executive Committee and consultation with the UTC, several updates to the Service Level Ordinance, WCC 8.10, were recommended.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
6/3/2014: Introduced 7-0

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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

THROUGH: Frank Abart, Director

FROM: Gary Stoyka, Manager, Natural Resources

RE: Proposed Ordinance Changes Whatcom County Code 8.10

DATE: May 15, 2014

Enclosed is one original of proposed Ordinance Changes to WCC. 8.10

Requested Action
Public Works respectfully requests that the County Executive and Whatcom County Council approve the proposed changes to Whatcom County Code 8.10

Background
At the January 23rd, 2014 meeting of the Solid Waste Advisory Committee (SWAC), several proposed changes to County Code 8.10, Solid Waste and Residential Recycling Collection, were reviewed and discussed. SWAC voted unanimously to forward the indicated changes to the Solid Waste Executive Committee (SWEC) for approval prior to sending it to the County Council with a recommendation for adoption. The SWEC subsequently approved the proposed changes unanimously.

Names of two of the Solid Waste Collection Companies were in need of changing and there were some minor changes recommended by the Utilities and Transportation Commission regarding Health Department reporting requirements. None of the changes are substantive with the exception of the deletion of one section. A listing of the changes is attached along with the full version of the code with the proposed deletions indicated by strikeout and additions indicated by underlined red type.

Any questions may be directed to Gary Stoyka (50618) or Debbie Bailey (50292).
PROPOSED CHANGES TO WHATCOM COUNTY CODE 8.10

Throughout the document, WUTC (Washington Utilities and Transportation Commission) is changed to UTC (Utilities and Transportation Commission), per the UTC.

8.10.010 Purpose

Update the name and date of the current Comprehensive Solid and Hazardous Waste Management Plan.

8.10.030 Definitions

Delete “Certificated Hauler” as a definition and add a definition for “Solid Waste Collection Company.” Changes made throughout the document to reflect the new definition.

8.10.040 Single-family residential garbage collection

Subsection B – Clarification of “service area”

8.10.050 Residential recycling collection

Move the phrase beginning with “All single-family residences located in Point Roberts.....” from sub-section K to sub-section A.

Subsection B- Second sentence: Define county approval as “administrative.”

Subsection B – Per the UTC, delete the third and fourth sentences and insert the sentence beginning with “The Utilities and Transportation Commission, by law, will establish fair, just, reasonable, and sufficient rates.....”

Subsection C.2.e – Delete this item and insert new item e, beginning “Nothing in this section shall prohibit the solid waste collection company...”

Sub-section F – per the UTC, delete this section and add new sub-section F, “A solid waste collection company subject to regulation by the UTC.....”

8.10.070 Submittal of documents and notices

Sub-section B – Delete this section in its entirety as recommended by the SWAC with the consent of the Whatcom County Health Department.
May 13, 2014

SPONSORED BY: __________

PROPOSED BY: Public Works

INTRODUCTION DATE: ______

ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE 8.10
SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION

WHEREAS, the Whatcom County Council adopted Ordinance No. 90-95, the Service Level Ordinance, on October 9, 1990 and amended said ordinance on January 11, 1991; again on July 23, 1991; again on September 19, 1995, again on December 9, 1997; September 25, 2001; and again on February 25, 2003; and

WHEREAS, the Solid Waste Advisory Committee (SWAC) and the Utilities and Transportation Commission (UTC) have recently reviewed and recommended further amendments to the Service Level Ordinance; and

WHEREAS, the Solid Waste Executive Committee (SWEC) has also reviewed and approved the proposed amendments;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Section 8.10 of the Whatcom County Code is hereby amended in accordance with the attached Exhibit “A” to this ordinance.

ADOPTED this ______ day of __________, 2014

ATTEST: WHATCOM COUNTY COUNCIL
Dana Brown-Davis, Clerk of the Council WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

WHATCOM COUNTY EXECUTIVE

APPROVED AS TO FORM: WHATCOMCOUNTCITY, WASHINGTON

Daniel L. Hibson
Civil Deputy Prosecutor

( ) Approved ( ) Denied

Date Signed: ____________________

295
Chapter 8.10
SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION

Sections:

8.10.010 Purpose.
8.10.020 Findings.
8.10.030 Definitions.
8.10.040 Single-family residential garbage collection.
8.10.050 Residential recycling collection.
8.10.060 Nonresidential and multifamily garbage collection.
8.10.070 Submittal of documents and notices.
8.10.080 Notice to Utilities and Transportation Commission.
8.10.090 Modification of collection schedules.
8.10.100 Severability.

8.10.010 Purpose.
A. Policies expressed in Whatcom County’s 1999 Comprehensive Solid and Hazardous Waste Management Plan Update (“plan”) make waste reduction and recycling the preferred methods of handling solid waste. The purpose of this chapter is to specify service levels and rate structures for recycling and solid waste collection that encourage recycling and waste reduction, that protect the public health and safety, and to ensure that, to the maximum extent practicable, only the remainder after separation should be incinerated or landfilled.

B. Certain service levels and rate structures for solid waste and recycling collection are hereby established in Whatcom County to further the objectives of the plan, including a high level of waste reduction and recycling; to ensure the provision of such solid waste collection and disposal systems and services as are in the public interest; and to secure a healthful environment for all citizens of Whatcom County. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.020 Findings.
The county council, in establishing service levels and rate structure principles, determines and finds:

A. Waste reduction and recycling measures contemplated by the plan promote the health, safety, and welfare of residents by encouraging the reuse of products and reducing the use of incineration and landfill facilities.

B. State and federal laws and regulations have increased the responsibility of local governments to manage solid waste systems in a manner that protects public health and safety.

C. The state and the county have set waste reduction and recycling as the highest priorities in managing solid waste. In order to make programs for waste reduction, curbside recycling and other source separation feasible, rate structures must make it cost-effective for residents and businesses who
generate small amounts of waste to participate in such programs, and all nonresidential accounts must be offered the option of subscribing to recycling service.

D. It is the policy of the county that collected recyclable materials be processed locally whenever practicable and that they be utilized according to the following priorities: (1) reuse intact materials in their original form for their original purposes; (2) recycle materials back into their original form for their original purpose; (3) recycle materials for other uses and preserve the future ease of recyclability; and (4) reuse materials for single end uses that do not allow or that inhibit further recycling.

E. Adoption of the ordinance codified in this chapter is necessary for the protection of natural resources and the environment, the immediate preservation of the public health and welfare and the support of governmental activities. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.030 Definitions.
As used in this chapter:

A. "Carrier" means a common, contract or private carrier as defined by RCW 81.80.010.

B. "Certificated hauler" means a solid waste collection company as defined by Chapter 81.77 RCW and certificated to operate in Whatcom County. Certificated haulers are Sanitary Services Company (WUTC No. G-14); Nooksack Valley Disposal, Inc. (WUTC No. G-166); Blaine Bay Refuse, Inc. (WUTC No. G-145); Waste Management of Washington, Inc. (WUTC No. G-237); and Point Recycling and Refuse, L.L.C. (WUTC No. G-155).

C. "Executive committee" means the group of seven mayors and the county executive as established and governed by interlocal agreements between the county and cities in July 1989.

D. "Multifamily dwelling" means a residential dwelling containing five or more units on one lot or parcel.

E. "Nonresidential account" means a building or facility that is not occupied as a permanent residence including, but not limited to, commercial and industrial businesses, schools, hospitals, government buildings, recreation facilities, and transportation facilities.

F. "On-call service" means garbage pickup service and drop-off recycling on other than regularly scheduled days, from a dwelling unit that is a seasonal vacation or weekend home. On-call garbage service does not include roadside recycling service and tends to be on a variable infrequent basis.

G. "Recyclables" and "recyclable materials" mean those solid wastes that are separated for recycling or reuse as identified in this chapter.

H. "Seasonal vacation or weekend home" is defined as a secondary residence used only for weekend or vacation use and not as a full-time or primary residence.
HI. “Single-family residence” means a residential dwelling containing four or fewer dwelling units on one lot or parcel. Where two, three, or four units are on one lot or parcel, each unit shall be considered as an individual single-family residence.

IJ. “Solid waste” shall have the meaning given to it by RCW 70.95.030. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

J. “Solid waste collection companies” means those entities defined by Chapter 81.77 and certified by the UTC to operate in Whatcom County. Solid waste collection companies are Sanitary Services Company (UTC No. G-14); Nooksack Valley Disposal, Inc. (UTC No. G-166); Waste Management of Washington, Inc. (No. G-237); and Freedom 2000 LLC, dba Cando Recycling and Disposal (UTC G063819).

8.10.040 Single-family residential garbage collection.
A. Certified haulers Solid waste collection companies shall perform collection and hauling of garbage from single-family residences that request collection service in unincorporated portions of Whatcom County. Service to single-family residences shall be provided on a schedule of either weekly, every-other-week or monthly collection. In Point Roberts only, seasonal vacation or weekend residents will be encouraged to participate in recycling and have the option of on-call service.

B. Garbage containers provided by and for single-family residences shall be 30 to 32 gallons and 15 to 20 gallons. Haulers Solid waste collection companies may also offer 60- or 90-gallon containers. A specific size within the 15- to 20-gallon “mini-can” range shall be approved by each company and shall be consistent within its certified service area. Ninety-gallon can service shall be available only on a weekly or every-other-week basis. The design of all containers within each service area shall be subject to approval by the haulers solid waste collection company certified for that area.

C. Collection rate structures shall be designed to encourage waste reduction and recycling and to comply with the plan. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.050 Residential recycling collection.
A. Certified haulers Solid waste collection companies shall collect source-separated recyclables from all residences in unincorporated portions of Whatcom County that receive regularly scheduled garbage collection, except as provided in subsection K of this section. All single-family residences shall be provided with recycling collection at least every other week and on the same day of the week as garbage collection. Service to multifamily residences shall be provided at least every other week. The haulers solid waste collection company shall provide residents who have completed the garbage exemption process the opportunity to subscribe to recycling-only collection service without subscribing to garbage collection. Recycling-only customers will be charged the full cost of recycling collection service plus an appropriate administrative/billing fee. In Point Roberts only, single-family residences are defined as permanently year-round occupied buildings and every-other-week recycling collection does not have to be on the same day as garbage pickup. All single-family residences located in Point Roberts meeting the definition of
seasonal vacation or weekend homes, as defined under WCC 8.10.030(G), are exempt from curbside recycling collection.

B. The hauler, solid waste collection company shall provide recycling containers to each residence at the customer’s request. Container design and use shall be subject to the prior administrative approval of the county. The cost to the hauler of the initial container set for each dwelling unit, of damaged containers, and of containers for new customers as necessary, shall be a cost incorporated into the collection rate. The cost of lost or stolen containers shall be borne by the customer. The Utilities and Transportation Commission, by law, will establish fair, just, reasonable, and sufficient rates for solid waste collection companies under RCW 81.77. The hauler company shall deliver all containers to the dwelling unit unless otherwise directed by the county.

C. 1. Haulers, Solid waste collection companies shall collect, and recycling containers shall be designed to hold, the following materials:

   a. Newspaper;
   
   b. Mixed waste paper;
   
   c. Aluminum containers;
   
   d. Tin-plated steel containers;
   
   e. Glass containers;
   
   f. All plastic bottles; all remaining plastic containers are eligible as approved by the county and the hauler;
   
   g. Yard Waste. Collection of this material is deferred pending further amendments to this chapter.

2. The following materials shall also be collected when placed adjacent to set-out containers:

   a. Corrugated cardboard;
   
   b. Scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds per piece;
   
   c. Lead-acid batteries that show no signs of leakage;
   
   d. Used motor oil in sealed containers;
   
   e. Other source separated materials designated by the county and the hauler and approved by the county council.
e. Nothing in this section shall prohibit the solid waste collection company from picking up additional items at the company's discretion.

D. Materials shall be collected on the improved public road nearest to the residence (or mutually agreed upon location) when properly set out on the designated collection day. The haulers solid waste collection company is not required to collect materials at any particular hour. The collector is not required to enter private property to collect material while an animal considered or feared to be vicious is loose. The resident shall confine such an animal on collection day.

E. In case of missed collection, the haulers solid waste collection company shall investigate and, if the missed collection is verified, shall arrange for the collection of the uncollected recyclable material within one business day after the complaint is received, unless otherwise agreed by the hauler company and customer. All haulers solid waste collection companies shall add staff as needed to answer questions and respond to complaints from 8:00 a.m. to 5:00 p.m. on collection days.

F. Each hauler shall charge the same recycling collection rates to each residential dwelling unit that receives garbage collection service from that hauler. A solid waste collection company subject to regulation by the UTC as to rates and service shall not charge, demand, collect, or receive a different compensation from its customers than the applicable UTC-established rates(RCW 81.28).

G. Haulers Solid waste collection companies and recycling companies shall take reasonable actions in marketing recyclable materials to implement the county's policies regarding local processing and priorities of use. All materials collected shall be processed and marketed such that no recyclable material is landfilled, incinerated, or disposed of in any way other than recycling. Haulers The companies shall adopt collection procedures and technologies to minimize the cross-contamination or non-recyclability of collected materials.

H. The county, in consultation with certified haulers solid waste collection companies and purchasers of recyclable materials, shall establish promotional strategies by which the haulers companies shall inform the public about recycling collection service. The county may adopt, and pay for, additional promotional strategies if they wish. Any hauler that wishes to adopt additional promotional strategies shall obtain the prior approval from the county. Requirements imposed by the WUTC are not promotional strategies for purposes of this section.

I. It is unlawful for any person, other than the collectors solid waste collection companies as authorized by this chapter, to collect, remove, haul, or dispose of recyclable materials set out for collection pursuant to this section without first obtaining the consent of the occupant or owner of the premises. Any violation of this subsection shall constitute a misdemeanor and, upon conviction, violators shall be punished by a fine of not less than $500.00. Each day of such violation, and violation at each dwelling unit, shall be deemed a separate and independent offense. (RCW 70.95.235)
J. The business name and telephone number of the collector shall be clearly visible on each side of each vehicle used to provide residential recycling service. The collector shall contain, tie, or enclose all collected materials to prevent leaking, spilling, or littering.

K. If the county executive determines that a certificated hauler’s solid waste collection company has materially failed to comply with the requirements or policies of this chapter, the county executive shall provide the hauler company with a written notice specifying the noncompliance and affording the hauler company 60 days to cure the noncompliance; provided, however, that the hauler’s solid waste collection company shall not be required to cure any noncompliance that is caused by an event or condition, including a threat to the public health or safety, that is beyond the hauler’s company’s control. At the discretion of the county executive, the period for cure may be extended. If the hauler’s solid waste collection company fails to cure, the county may contract for the provision of residential recycling service pursuant to RCW 36.58.040 in the area served by the hauler company. [All single-family residences located in Point Roberts, meeting the definition of seasonal vacation or weekend homes as defined under WCC 8.10.030(H), are exempt from curbside recycling collection.]

L. Should the county or the hauler’s solid waste collection company determine that there is no reasonable market for a material and/or the cost of recycling that material is unreasonable, they can petition the executive to eliminate the requirement for that material to be collected as a recyclable. The executive has full discretion whether to accept or deny the request. The executive must state the period of time the exemption will be allowed. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.060 Nonresidential and multifamily garbage collection.
A. Certificated haulers’ solid waste collection companies shall perform collection and hauling of garbage from nonresidential and multifamily accounts in Whatcom County.

B. Container sizes for nonresidential and multifamily accounts shall be approved by the hauler’s solid waste collection company.

C. Rate structures for nonresidential and multifamily garbage collection shall be designed to encourage waste reduction and recycling and to comply with the plan.

D. Certificated haulers’ solid waste collection companies shall bill each customer at least once every three months. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.070 Submittal of documents and notices.
Whenever a certificated hauler’s solid waste collection company files a proposed tariff revision with the WUTC, the hauler company shall simultaneously provide the county with copies of the proposed tariff and all nonproprietary supporting materials submitted to the WUTC any time prior to approval of the tariff. Such materials include but are not limited to any correspondence or other information concerning rate calculation parameters and details, tariff sheet application and adjustments, and annual reports.
B.1. All certificated haulers, recycling collectors and processors, transfer facilities, and disposal facilities shall provide the county with the following quarterly information on April 20th, July 20th, October 20th, and January 20th for each of the previous three months and, where appropriate and practical, separately listed for each city and unincorporated area of the county:

a. Daily disposal tonnages to and from municipal disposal facilities for each primary disposal or processing method, transfer stations, and convenience centers;

b. Monthly disposal tonnages from industrial and other private landfills;

c. Monthly recycling tonnages per material from all recycling collectors and processors;

d. Solid waste collection, disposal, and recycling collection and processing service contracts and amendments within incorporated and unincorporated areas of the county; and

e. A log of all customer complaints about recycling, specifying the date, nature of complaint and resolution for each complaint.

2. In addition, all certificated haulers shall provide the county with the following information regarding residential recycling and, where appropriate and practical, separately listed for single-family and multifamily residences broken out by city/county:

a. Monthly tonnages and, if available, volumes of materials collected by type of material collected, and revenues/costs by type of material;

b. Number of eligible customers and number of set-outs per month. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.080 Notice to Utilities and Transportation Commission.
The Whatcom County council, pursuant to RCW 36.58.040, hereby notifies and requests the Washington Utilities and Transportation Commission to carry out and implement the policies and programs specified in this chapter and in the plan in coordination with certificated haulers solid waste collection companies and common carriers through the Commission's rate setting and oversight authority. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.090 Modification of collection schedules.
The provisions of this chapter concerning (1) the frequency of collection of recyclable materials and garbage; (2) service levels in rural areas in the event that mandatory collection is not adopted; and (3) rate structures in the event that the WUTC issues an inconsistent order may be modified by agreement of the county executive and all certificated haulers solid waste collection companies, subject to approval by the county council. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

8.10.100 Severability.
If any portion or section of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the section to other persons or circumstances is not affected. (Ord. 2003-018; Ord. 2001-041; Ord. 2001-34; Ord. 97-067; Ord. 95-045).

Prior legislation: Ords. 90-95, 91-003, and 91-054, 95-045, 97-067, 2001-034, 2001-041 and 2003-018
Whatcom County Sheriff’s Office 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2014 Local Solicitation

As required by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, the 2014 Edward Byrne Memorial JAG Program FY2014 Local Solicitation is made available to the Whatcom County Council for its review and comment and to citizens for public review and comment.

Grant funding of $41,035 is allocated to Whatcom County Jurisdiction: $25,834 for the City of Bellingham and $15,201 for Whatcom County. The City of Bellingham will administer the grant and will provide $15,201 to Whatcom County Sheriff’s Office to purchase ballistic armor plates for Special Response Team members.

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

*Enhanced Ballistic protection for Special Response Team members* – In response to recent violent critical incidents at schools and public venues, the Whatcom County Sheriff’s Office has developed enhanced training for Active Shooter scenarios. In an effort to prepare for and provide an enhanced response to critical violent incidents, the Whatcom County Sheriff’s Office established a Special Response Team (SRT) to deal with situations beyond the capabilities of first responders.

Law enforcement must be prepared and equipped to deal with armed suspects in order to effectively mitigate the threat posed to the public. It is essential that members of SRT have sufficient ballistic resistant armor plates to protect them from advanced weapons, to include high caliber rifles. The Sheriff’s Office intends to utilize allocated funds to purchase and upgrade the current ballistic plates in an effort to improve officer safety.

*Project identifiers* – Equipment – Tactical, Body Armor – Ballistic Resistant, Counter Terrorism and Officer Safety.

Program Narrative

The continued trend of violent attacks on innocent citizens at schools and public venues, has reaffirmed why it is imperative that responders be trained and prepared to respond to incidents of active violence in an efficient and effective manner. The Sheriff’s Office is uniquely positioned on the international border between the US and Canada, and is subject to both domestic and international threats. This includes not only schools and public venues, but multiple federal facilities and critical infrastructure that may be the targets of violent attacks and/or terrorism. The Sheriff’s Office established the Special Response Team to deal with critical incidents, to include terrorist attacks, that are beyond the capabilities of first responders.

In addition to training, law enforcement officers must be provided equipment that enhances their officer safety and increases the likelihood that they will be able to carry out their duties without serious injury or loss of life.
The Sheriff's Office intends to utilize JAG funding to purchase ballistic armor plates that are worn in conjunction with current ballistic vests. These plates are NIJ certified to stop high caliber rifle rounds. The current rifle plates are heavier and do not have the same ballistic capabilities. The current ballistic plates will then be provided to first responders so that they may also have access to greater ballistic protection than currently available in the event of a critical violent incident.

**Budget and Budget Narrative**

**BUDGET**

<table>
<thead>
<tr>
<th>Equipment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ballistic protection plates</td>
<td>$15,201.00</td>
</tr>
</tbody>
</table>

Total $15,201.00

Total project costs $15,201.00


**BUDGET NARRATIVE**

**EQUIPMENT:** In order to provide enhanced ballistic protection and increase officer safety, the Whatcom County Sheriff’s Office intends to purchase ballistic armor plates.

*Ballistic armor rifle plates* - The intent is to equip tactical team members with NIJ certified ballistic plates that are rated to stop both handgun and rifle rounds, to include high velocity rifle rounds. These plates are worn in conjunction with current ballistic vests utilized by tactical team members during high risk deployments.

**Review Narrative**

The Whatcom County Sheriff’s Office intends to make its Fiscal Year 2014 JAG application available to the Whatcom County Council for its review and comment on June 17, 2014.

The application has not yet been made available for public review and comment. The Whatcom County Sheriff’s Office will make its Fiscal Year 2014 JAG application available to citizens for comment at the Whatcom County Council meeting on June 17, 2014.

**Applicant Disclosure of Pending Applications**

The Whatcom County Sheriff’s Office does not have any pending applications for federal funding to support the proposed program.

**DUNS Number**

060044641
The U.S. Department of Justice (DOJ), Office of Justice Programs’ (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department’s mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2014 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2014 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/14jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any U.S. Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or U.S. Trust Territory.

Deadline

Applicants must register in OJP’s Grants Management System (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. See the "How to Apply" section on page 20 for more details. All registrations and applications are due by 8:00 p.m. eastern time on June 10, 2014. (See “Deadlines: Registration and Application,” page 4.)

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified
below within 24 hours after the application deadline and request approval to submit their application.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to JIC@telesishq.com, or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time, on the solicitation close date. You may also contact your State Policy Advisor.

Release date: April 24, 2014
# Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overview</td>
<td>4</td>
</tr>
<tr>
<td>Deadlines: Registration and Application</td>
<td>4</td>
</tr>
<tr>
<td>Eligibility</td>
<td>4</td>
</tr>
<tr>
<td>Program-Specific Information</td>
<td>4</td>
</tr>
<tr>
<td>Amount and Length of Awards</td>
<td>6</td>
</tr>
<tr>
<td>Budget Information</td>
<td>7</td>
</tr>
<tr>
<td>Other JAG Requirements</td>
<td>9</td>
</tr>
<tr>
<td>Reporting Requirements, Accountability Measures, and JAG Showcase</td>
<td>11</td>
</tr>
<tr>
<td>Priorities</td>
<td>12</td>
</tr>
<tr>
<td>What an Application Should Include</td>
<td>14</td>
</tr>
<tr>
<td>Information to Complete the Application for Federal Assistance (SF-424) (Required)</td>
<td>14</td>
</tr>
<tr>
<td>Project Abstract (Required)</td>
<td>14</td>
</tr>
<tr>
<td>Program Narrative (Required)</td>
<td>15</td>
</tr>
<tr>
<td>Budget and Budget Narrative (Required)</td>
<td>15</td>
</tr>
<tr>
<td>Review Narrative (Required)</td>
<td>15</td>
</tr>
<tr>
<td>Applicant Disclosure of Pending Applications (Required)</td>
<td>16</td>
</tr>
<tr>
<td>Memorandum of Understanding (if applicable)</td>
<td>17</td>
</tr>
<tr>
<td>Tribal Authorizing Resolution (if applicable)</td>
<td>17</td>
</tr>
<tr>
<td>Applicant Disclosure of High Risk Status</td>
<td>17</td>
</tr>
<tr>
<td>Additional Attachments (if applicable)</td>
<td>18</td>
</tr>
<tr>
<td>Accounting System and Financial Capability Questionnaire</td>
<td>18</td>
</tr>
<tr>
<td>Review Process</td>
<td>19</td>
</tr>
<tr>
<td>Additional Requirements</td>
<td>19</td>
</tr>
<tr>
<td>How to Apply</td>
<td>20</td>
</tr>
<tr>
<td>Provide Feedback to OJP</td>
<td>22</td>
</tr>
<tr>
<td>Application Checklist</td>
<td>23</td>
</tr>
</tbody>
</table>
Edward Byrne Memorial Justice Assistance Grant (JAG)  
Program: FY 2014 Local Solicitation  
(CFDA #16.738)

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Deadlines: Registration and Application

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on June 10, 2014. See “How To Apply” on page 20 for details.

Eligibility

Refer to the title page for eligibility under this program.

Program-Specific Information

Program Areas

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

*Please note that JAG funding may be utilized in support of:

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the FBI’s UCR Redevelopment Project (UCRRP).
- Developing or sustaining state compatible incident based reporting systems.
Award Recipient Responsibilities: The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Governing Body Review: No fewer than 30 days prior to application submission, the applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body. See the Review Narrative section on page 15 for additional information.

Public Comment: At the time of application submission, the applicant agency (the fiscal agent in disparate situations) must provide an assurance that the application was made public and an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent the applicable law or established procedure makes such an opportunity available. See the Review Narrative section on page 15 for additional information.

Prohibited Uses: No JAG funds may be expended outside of JAG program areas. Even within these program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used directly or indirectly to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- *Vehicles, vessels, or aircraft.
- **Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

**Unmanned Aircraft, Aircraft System, or Aerial Vehicles (UA/UAS/UAV): No JAG funds may be expended on these items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. In addition, no JAG funds may be expended for this purpose without Federal Aviation Administration (FAA) approval and certification that the use is legal in the local jurisdiction. Also, any grant award using funds for this purpose may be subject to additional conditions and reporting criteria, which will be spelled out in a customized special condition attached to the grant award.

For information related to requesting a waiver to obtain BJA certification for any prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs on BJA's JAG web page.
Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services. Additionally, when considering evidence-based programs and practices specific to reentry, it is recommended that jurisdictions review the What Works in Reentry Clearinghouse for important research on the effectiveness of a wide variety of reentry programs and practices. The Clearinghouse provides a one-stop shop for practitioners and service providers seeking guidance on evidence-based reentry interventions.

Amount and Length of Awards

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Awards of at least $25,000 or more are 4 years in length with an award period of October 1, 2013 through September 30, 2017. Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) no less than 30 days prior to the grant end date.

Awards that are less than $25,000 are 2 years in length with an award period of October 1, 2013 through September 30, 2015. Requests for up to an additional 2 years to complete performance of the award will be granted automatically, pursuant to 42 U.S.C. § 3751(f). Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) no less than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
Budget Information

AG awards are based on a statutory formula as described below.

Although JAG grantees and subgrantees are required to report on quarterly accountability measures through BJA's Performance Measurement Tool (PMT), those reports are intended to promote greater transparency about the use of JAG funds and do not determine the amount of JAG funds allocated to a state and/or localities.

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. See the budget narrative description under the “How to Apply” section (page 20) for more information.

JAG Formula: Once each fiscal year’s overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).

2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state’s final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.

4. Determining local unit of government award allocations, which are based on their proportion of the state’s 3-year violent crime average. If a local eligible award amount is less than $10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is $10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Administrative Funds: A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Supplanting: Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA’s JAG web page for examples of supplanting.

Leveraging of Grant Funds: Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.
Disparate Certification: A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

* Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Trust Fund: SAAs may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Match Requirement: Match is not required under the JAG Program. Although match is an effective strategy to expand justice funds and build buy-in for local criminal justice initiatives, BJA encourages states to consider financial and other potential local constraints related to imposing a match requirement on subgrantees, as it may adversely affect small local jurisdictions. Matching funds become part of the overall award amount, and as such are subject to audit and should be expended prior to closeout.

Limitation on Use of Award Funds for Employee Compensation; Waiver
With respect to any award of more than $250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2014 salary table for SES employees is available at www.opm.gov/salary-tables. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual’s specific knowledge of the
program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on "conference" approval, planning, and reporting available at www.ojp.gov/funding/confcost.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at www.ojp.usdoj.gov/funding/other_requirements.htm.

Other JAG Requirements

Body Armor Certification
• Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
• The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the BVP web page.
• JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
• Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.
• As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect.
FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2014 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification must be signed by the certifying official and must be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center at vests@usdoj.gov or toll free at 1–877–758–3787.

• A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

Interoperable Communications
• Grantees (including subgrantees) that are using FY 2014 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

  ➢ Compliance with the FY 2014 SAFECOM Guidance on Emergency Communications Grants (including provisions on technical standards that ensure and enhance interoperable communications).

  ➢ Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.

  ➢ Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state’s interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.

  ➢ All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

Use of Global Standards Package
In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ’s Global Justice Information Sharing Initiative (DOJ’s Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance
to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2014 DNA Backlog Reduction Program, available at https://ncjrs.gov/pdffiles1/niij/sl001112.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

**Reporting Requirements, Accountability Measures, and JAG Showcase**

Award recipients will be required to submit quarterly financial status (SF-425) and annual programmatic reports through GMS, quarterly accountability metrics reports (see below) through BJA’s Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary (see FFATA section below).

**Accountability Measures**

To assist the Department in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants who receive funding under this solicitation must provide data that measures the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA’s PMT, available at www.bja perforrnance tools.org. The accountability measures can be found at: www.bjaperformance tools.org/help/JAGMeasuresQuestionnaire.pdf.**

Data reported by JAG grantees and subgrantees for this report does not determine JAG funding, which is calculated based on a statutory formula combining population and Uniform Crime Reporting Part I crime data. BJA encourages JAG grantees to make decisions on funding through a collaborative process involving all major stakeholders including law enforcement, courts, indigent defense, prosecution, corrections and community corrections, treatment providers, crime victims, and others. The measures are not designed to replace the planning that should occur at the state and local level.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures. Refer to the section “What an Application Should Include” on page 14 for additional information.

**Note on Project Evaluations**

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations
designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP “Other Requirements for OJP Applications” web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that Web page.

JAG Showcase

The JAG Showcase was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new BJA Success Story web page. This new web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

If you have a JAG Success Story you would like to submit, sign in to your My BJA account to access the Success Story Submission form. If you do not have a My BJA account, please Register. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

In addition to our long-standing and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where BJA will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.
Reducing Gun Violence

Gun violence has touched every state, county, city, town, and tribal government in America. In the aftermath of the Sandy Hook Elementary School tragedy and recent mass shooting at the Washington Navy Yard, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI’s National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

Recidivism Reduction, Pretrial Reform and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pre-trial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 19 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute’s Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and units of local government to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA’s Ten Principles of a Public Defense Delivery System.)

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. After the Newtown tragedy, numerous states began pushing for and adopting policies supporting early identification and intervention. States aimed to enhance mental health screening services to identify emerging mental illness in children and adolescents and to ensure adequate access to care. BJA encourages states and units of local government to utilize JAG funding in support of programs and policy changes
aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.)

Evidence-Based “Smart” Programs

Many criminal justice agencies continue to experience unprecedented budget cuts, layoffs, and reductions in force. These challenges must be met by making wider use of advancements in the criminal justice field in the last several decades which rely on use of data, crime analysis, cutting edge technology, research and evaluations regarding evidenced-based and high-performing programs. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Policy at George Mason University. In the re-entry field, a summary of research-based re-entry strategies is available on the National Reentry Resource Center’s What Works in Reentry Clearinghouse link. BJA offers a number of program models designed to effectively implement evidence based strategies including Smart Policing, Smart Supervision, Smart Pretrial, and Smart Prosecution.

BJA encourages states and units of local government to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP’s Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends use of appropriately descriptive file names (e.g., “Program Narrative,” “Budget Narrative,” “Memoranda of Understanding,” etc.) for all attachments.

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

2. **Project Abstract**
   Applicants **must** provide an abstract that includes the applicant’s name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to 5 project identifiers** that would
be associated with proposed project activities. The list of all identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf. The abstract should not exceed a half-page, or 400-500 words.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. Program Narrative
Applicants must submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a joint application must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. Budget and Budget Narrative
Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested administrative and/or subgrant expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at www.ojp.usdoj.gov/financialguide/index.htm.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

a. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold
If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at $150,000, the application should address the considerations outlined in the OJP Financial Guide.

5. Review Narrative
Applicants must submit information documenting that the date the JAG application was made available for review by the governing body, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior
to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to the (provide name of governing body) for its review and comment on (provide date); or intends to do so on (provide date).

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to citizens for comment prior to application submission by (provide means of notification); or the application has not yet been made available for public review/comment.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. Applicant Disclosure of Pending Applications
Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency.

<table>
<thead>
<tr>
<th>Federal or State Funding Agency</th>
<th>Solicitation Name/Project Name</th>
<th>Name/Phone/E-mail for Point of Contact at Funding Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOJ/COPS</td>
<td>COPS Hiring Program</td>
<td>Jane Doe, 202/000-0000; <a href="mailto:jane.doe@usdoj.gov">jane.doe@usdoj.gov</a></td>
</tr>
<tr>
<td>HHS/ Substance Abuse &amp; Mental Health Services Administration</td>
<td>Drug Free Communities Mentoring Program/ North County Youth Mentoring Program</td>
<td>John Doe, 202/000-0000; <a href="mailto:john.doe@hhs.gov">john.doe@hhs.gov</a></td>
</tr>
</tbody>
</table>
Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

7. Memorandum of Understanding (if applicable)
Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Failure to submit this required information will result in an application being changed requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. Tribal Authorizing Resolution (if applicable)
Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at minimum, submit an unsigned, draft version of such legal documentation as part of its application (except in cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If receiving funding, BJA will make use of and access to funds will be contingent on receipt of the fully-executed legal documentation.

9. Applicant Disclosure of High Risk Status
Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to
OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk;
- Date the applicant was designated high risk;
- The high risk point of contact name, phone number, and email address, from that federal agency; and
- Reasons for the high risk status.

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

10. Additional Attachments (if applicable)
Research and Evaluation Independence and Integrity
If a proposal involves research and/or evaluation, regardless of the proposal’s other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity.

For purposes of this solicitation, research and evaluation independence and integrity pertains to ensuring that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of the investigators responsible for the research and evaluation or on the part of the applicant organization. Conflicts can be either actual or apparent. Examples of potential investigator (or other personal) conflict situations may include those in which an investigator would be in a position to evaluate a spouse’s work product (actual conflict), or an investigator would be in a position to evaluate the work of a former colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that project, as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability is a problem.

In the attachment dealing with research and evaluation independence and integrity, the applicant should explain the process and procedures that the applicant has put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients. It should also identify any potential organizational conflicts of interest on the part of the applicant with regard to the proposed research/evaluation. If the applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.
For situations in which potential personal or organizational conflicts of interest exist, in the attachment, the applicant should identify the safeguards the applicant has or will put in place to eliminate, mitigate, or otherwise address those conflicts of interest.

Considerations in assessing research and evaluation independence and integrity will include, but may not be limited to, the adequacy of the applicant’s efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant’s existing or proposed remedies to control any such factors.

11. Accounting System and Financial Capability Questionnaire
Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this form.

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will review applications for formula awards to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- Reporting of Potential Fraud, Waste, and Abuse, and Similar Misconduct
- National Environmental Policy Act (NEPA)
• DOJ Information Technology Standards (if applicable)

• Single Point of Contact Review

• Non-Supplanting of State or Local Funds

• Criminal Penalty for False Statements

• Compliance with Office of Justice Programs Financial Guide

• Suspension or Termination of Funding

• Non-profit Organizations

• For-profit Organizations

• Government Performance and Results Act (GPRA)

• Rights in Intellectual Property

• Federal Funding Accountability and Transparency Act of 2006 (FFATA)

• Awards in Excess of $5,000,000 – Federal Taxes Certification Requirement

• Active SAM Registration

• Policy and Guidance for Approval, Planning, and Reporting of Conferences (including Meetings and Trainings)

• OJP Training Guiding Principles for Grantees and Subgrantees

How to Apply

Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity. Although the registration and submission deadlines are the same, OJP urges applicants to register promptly, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.usdoj.gov/gmscbtl. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP recommends that applicants register promptly to prevent delays in submitting an application package by the deadline.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must update or renew their SAM registration annually to maintain an active status.

   Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select “Bureau of Justice Assistance” and the “Edward Byrne Memorial Justice Assistance Grant (JAG) Program–Local Solicitation.”

6. **Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

7. **Complete the Disclosure of Lobbying Activities, if applicable.** Any applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, Disclosure of Lobbying Activities (SF-LLL).

8. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. Important: In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application at least 72 hours prior to the application due date.
**Note: Duplicate Applications**
If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

**Experiencing Unforeseen GMS Technical Issues**
Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail your State Policy Advisor within 24 hours after the application deadline and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- failure to register in SAM or GMS in sufficient time
- failure to follow GMS instructions on how to register and apply as posted on the GMS Web site
- failure to follow each instruction in the OJP solicitation
- technical issues with the applicant’s computer or information technology environment, including firewalls.

**Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding Web page at [www.ojp.usdoj.gov/funding/solicitations.htm](http://www.ojp.usdoj.gov/funding/solicitations.htm).**

**Provide Feedback to OJP**

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This e-mail is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to [ojpperreview@imbps.com](mailto:ojpperreview@imbps.com). The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.
Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2014 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:
Prior to Registering in GMS:
   ___ Acquire a DUNs Number (see page 21)
   ___ Acquire or renew registration with SAM (see page 21)

To Register with GMS:
   ___ For new users, acquire a GMS username and password* (see page 21)
   ___ For existing users, check GMS username and password* to ensure account access (see page 21)
   ___ Verify SAM registration in GMS (see page 21)
   ___ Search for correct funding opportunity in GMS (see page 21)
   ___ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP or the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:
   ___ Review “Other Requirements” web page

Eligibility Requirement:
   ___ Jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA’s JAG web page
   ___ Federal amount requested is within the allowable limit of the FY 2014 JAG Allocations List as listed on BJA’s JAG web page

What an Application Should Include:
   ___ Application for Federal Assistance (SF-424) (see page 14)
   ___ Project Abstract (see page 14)
   ___ Program Narrative (see page 15)
   ___ Budget and Budget Narrative (see page 15)
   ___ Review Narrative (see page 15)
   ___ Applicant Disclosure of Pending Applications (see page 16)
   ___ Memorandum of Understanding, if applicable (see page 17)
   ___ Tribal Authorizing Resolution, if applicable (see page 17)
   ___ Applicant Disclosure of High Risk Status (see page 17)
   ___ Research and Evaluation Independence and Integrity, if applicable (see page 18)
   ___ Accounting System and Financial Capability Questionnaire (if applicable) (see page 19)
   ___ Disclosure of Lobbying Activities, if applicable (SF-LLL) (see page 21)
## CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>County Council</th>
<th>County Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received in Council Office</td>
<td>5/29/2014</td>
<td>6/17/2014</td>
</tr>
<tr>
<td>Agenda Date</td>
<td>6/17/2014</td>
<td>County Council</td>
</tr>
</tbody>
</table>

## TITLE OF DOCUMENT:
Appointment to Solid Waste Adv. Comm: Mark Peterson

## ATTACHMENTS:
Application

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
Application from Mark Peterson to fill a vacancy on the Solid Waste Advisory Committee representing a Public Interest Group. This is a partial term ending January 31, 2015.

## COMMITTEE ACTION:

## COUNCIL ACTION:

## Please Note:
Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council;
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: MARK PETERSON
Street Address: 1100 ROLAND ST
City: BELLINGHAM, WA
Zip Code: 98229
Date: 5/27/14

Street Address (if different from street address): ________________________________

Day Telephone: 471-7093 Evening Telephone: 738-0679 Cell Phone: 201-0879
E-mail address: mark@seconnect.org

1. Name of board or committee-please see reverse: ________________________________

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

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. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   I am a certified project manager and currently am employed by Sustainable Connections. Part of my job duties include working with businesses to implement toward zero waste strategies. I have a B.S. from WWU and have served on a number of county and city of Bellingham advisory boards.

10. Please describe why you’re interested in serving on this board or commission:

References (please include daytime telephone number): Rodd Remsah - SSW - 751-3140
      Derek Harg - ED - Sustainable Connections 471-7093, Mark Barratt, WCE, 360-348-3605

Signature of applicant: MARK PETERSON

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.
**TITLE OF DOCUMENT:** Appointment to the Marine Resources Committee.

**ATTACHMENTS:** Application for Appointment

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

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

County Executive Jack Louws requests the confirmation of his appointment of Eleanor Hines to the Whatcom County Marine Resources Committee.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Eleanor Hines
Street Address: 1017 Key St. #3
City: Bellingham
Mailing Address (if different from street address):
Day Telephone: Evening Telephone: Cell Phone: 215-287-0643
E-mail address: eleanorhines@gmail.com

1. Name of board or committee-please see reverse: Marine Resource Committee
   vacancy with relevant scientific expertise

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.)
   (x) yes ( ) no

4. Which Council district do you live in?
   (x) One ( ) Two ( ) Three

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. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I have lived in Whatcom County for ten years and have become involved with many water resource-related groups having worked for and volunteered with the Surfrider Foundation and Nooksack Salmon Enhancement Association, running water quality and other science programs. I also have a masters in Environmental Science with a focus on environmental risk assessment and have worked extensively on projects both in fresh and marine water, including projects in Washington State and South Africa. I have vol. at MRC before.  

10. Please describe why you’re interested in serving on this board or commission: I hope to provide positive energy to guide with scientific expertise and to accomplish projects successfully.

References (please include daytime telephone number): Brice Boland, WA Surfrider Field Coordinator, phone: 253-442-3743; Rachel Vasak, NEA phone: 360-715-0831; Wayne Landis, will I?  phone: 360-836-6134

Signature of applicant: Eleanor Hines

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.
**TITL OF DOCUMENT:**
Resolution Amending the 2014-2019 Six-Year Water Resources Improvement Program to add the Syre Property Bank Stabilization and add additional funding for emergency repair work at Swift Creek.

**ATTACHMENTS:**
1. Memo to County Executive and Council
2. Project Summary Sheet
3. 2014-2019 Six Year Water Resources Improvement Program Resolution Amendment
4. Exhibit "A" 2014-2019 Six Year Water Resources Improvement Program

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Amendment to 2014-2019 Six-Year Water Resources Improvement Program is necessary to add the Syre Property Bank Stabilization and add additional funding for emergency repair work at Swift Creek.

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

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

Through:   Frank M. Abart, Director

From:      Roland Middleton, L.E.G., Special Projects Manager

Date:      June 4, 2014

Re:        Amending the 2014-2019 Six-Year Water Resources Improvement Program,
           Committee Work Session, Introduction, Public Hearing and Adoption

Requested Action:

The Department of Public Works requests that this proposed amendment to the 2014-2019 Six Year Water Resources Program (WRIP) be introduced at the June 17, 2014 Council meeting. We then request that a Public Hearing be advertised and held July 8, 2014 at that evenings County Council meeting with the amendment resolution adopted at said meeting.

Background and Purpose:

The 2014-2019 WRIP was approved by Resolution 2013-030 on October 8, 2013. Amendment of the 2014-2019 WRIP is being requested to add a project and add additional funding for emergency repair work.

- Add the Syre Property Bank Stabilization project
- Add funding to the Emergency/New Projects item list for emergency repair work at Swift Creek

Information:

This modification is being requested by the Board of Supervisors of the Flood Control Zone District to add a project to stabilize an eroding bank on the Syre property. In addition, the amendment to the 2014-2019 WRIP will include the emergency repair work for Swift Creek. The emergency repair work is needed to address the significant sedimentation and erosion that occurred March of 2014. Without the emergency repair further erosion of the levee system could occur causing an avulsion of Swift Creek towards South Pass Road and into the Breckenridge Creek system.
RESOLUTION NO._______
(A RESOLUTION OF THE WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT BOARD OF SUPERVISORS)

AMENDING THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM
FOR THE YEARS 2014 THROUGH 2019

WHEREAS, pursuant to RCW 86.15.110, flood control or storm water control improvements
may be extended, enlarged, acquired, or constructed by a zone pursuant to a resolution adopted
by the Board of Supervisors; and

WHEREAS, the Whatcom County Flood Control Zone District Board of Supervisors adopted
the Six-Year Water Resources Improvement Program on October 8, 2013; and

WHEREAS, the Whatcom County Flood Control Zone District Board of Supervisors wishes
to amend the Six-Year Water Resources Improvement Program, adding a project to stabilize an
eroding bank on the Syre property and add funding for emergency repairs; and

WHEREAS, Whatcom County Public Works Department on behalf of the Flood Control Zone
District has prepared a revised Six-Year Water Resources Improvement Program which includes
the Syre bank stabilization project and additional funding for emergency repair; and

WHEREAS, in March of 2014 significant sedimentation and erosion occurred causing a shift
in the gradient of Swift Creek which could lead to further erosion of the levee system of Swift
Creek causing an avulsion towards South Pass Road and into the Breckenridge Creek system; and

WHEREAS, on March 28, 2014 an emergency proclamation as defined by the Whatcom
County Comprehensive Emergency Management Plan and pursuant to the Whatcom County
Charter and RCW 38.52.070(2) was issued for the repair work at Swift Creek; and

WHEREAS, pursuant to RCW 86.15.120, the supervisors shall hold a public hearing prior to
adopting the resolution; and

WHEREAS, the Six-Year Water Resources Improvement Program attached hereto as Exhibit
“A” has been reviewed and determined to be consistent with the County’s comprehensive plan and
is consistent with the following plans:

• Lower Nooksack River Comprehensive Flood Hazard Management Plan, October
  1999
• Canyon Creek Alluvial Fan Risk Assessment, September 2003
• Jones Creek Debris Flow Study, March 2004
• WRIA 1 Salmon Recovery Plan, October 2005
• Lake Whatcom Comprehensive Stormwater Plan, March 2008
• Birch Bay Comprehensive Stormwater Plan, July 2006
• Swift Creek Sediment Management Action Plan, July 2013; and
WHEREAS, pursuant to RCW 86.15.110, for constructed improvements the preliminary engineering studies are on file with the Whatcom County Public Works Department; and

WHEREAS, pursuant to RCW 86.15.110, the estimated cost of the acquisition or construction of the improvement, together with supporting data is included in the Six-Year Water Resources Improvement Program; and

WHEREAS, the improvements will benefit one or more zones, subzones and the county as a whole;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors as follows:

1. That the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2014 through 2019, which is attached hereto as Exhibit "A", is hereby adopted.

APPROVED this _____ day of ____________, 2014.

ATTEST: ________________________________
Dana Brown-Davis, Clerk of the Council

FCZD BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

____________________________
Carl Weimer, Chair of the FCZD

APPROVED AS TO FORM:

____________________________
Daniel L. Gibson, Chief Civil Deputy Prosecutor
<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Narrative:</td>
<td>Address ongoing erosion at Syre property near Lawrence utilizing large woody debris structures installed on the top of the bank adjacent to the eroding bank.</td>
</tr>
<tr>
<td>Project Status:</td>
<td>Design is being initiated in 2014 for possible construction in the fall/early winter of 2014. If conditions warrant construction may be delayed to 2015.</td>
</tr>
<tr>
<td>Total Estimated Project Cost:</td>
<td>$760,000</td>
</tr>
<tr>
<td>Expenditures to Date:</td>
<td>$10,000</td>
</tr>
<tr>
<td>Item No.</td>
<td>Project Description</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Corvallis/Tidewater (LUWP CIP-01, CF-08) Biofiltration swales, treatment vault, and channel restoration</td>
</tr>
<tr>
<td>2</td>
<td>Academy Road/West with CAB (LUWP CF-03) Precipitator, biofiltration swales, filter cartridge vault, high flow bypass, and vegetated buffer along face</td>
</tr>
<tr>
<td>3</td>
<td>Cedar Hill/Ridge (LUWP CIP-09, CF-10) Install rain gardens, filter vaults, and swales</td>
</tr>
<tr>
<td>4</td>
<td>Agate Heights (Stake/Perform) (LUWP CIP-11, CF-12) System upgrades to improve water quality (biofiltration swales, reduce ditch erosion)</td>
</tr>
<tr>
<td>5</td>
<td>Beaver Creek (LUWP CIP-33) Restore and repair damaged sections of Beaver Creek</td>
</tr>
<tr>
<td>6</td>
<td>Sudden Valley (LUWP CIP-36, CF-21) Drainage systems upgrades and outfall retrofits</td>
</tr>
<tr>
<td>7</td>
<td>Siletz Creek (LUWP CIP-04, CF-64) Major channel restoration below Hillsdale using natural vegetation</td>
</tr>
<tr>
<td>8</td>
<td>Project 2020 (Design): Project location not yet specified</td>
</tr>
</tbody>
</table>

**Notes:**
1. Expenditures shown are planning-level cost estimates. The Six-Year WRIP is not a budget document and does not authorize expenditures.
2. PE = Preliminary Engineering; RW = Property Acquisition; CN = Construction.
### 2014-2019 SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM

#### Exhibit A

**Updated 6/5/2014, 8:11 AM**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Description</th>
<th>Database ID No.</th>
<th>Previous Expenditures</th>
<th>2014</th>
<th>2015</th>
<th>Expenditures</th>
<th>Source</th>
<th>Phase</th>
<th>Amount</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-002</td>
<td>Maricopa Acquisition—Recovers properties in repetitive flood loss area</td>
<td>79.6</td>
<td>$150,000, FCDO</td>
<td>$40,000, FCDO (used)</td>
<td>$40,000, FCDO (used)</td>
<td>Previous Phase</td>
<td>R</td>
<td>$150,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>07-133</td>
<td>Canyon Creek Restoration—Levee setback and construction of 23 engineered log jams</td>
<td>74.7</td>
<td>$300,000, FDA (unsecured)</td>
<td>$200,000, FDA (used)</td>
<td>$200,000, FCDO (unsecured)</td>
<td>Previous Phase</td>
<td>R</td>
<td>$300,000</td>
<td>FDA (unsecured)</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>07-106</td>
<td>Denim Levee Improvement—Faslig and improve upstream portion of levee to prevent breaching</td>
<td>72.1</td>
<td>$500,000, FCDO</td>
<td>$300,000, FCDO (used)</td>
<td>$300,000, FCDO (used)</td>
<td>Previous Phase</td>
<td>R</td>
<td>$500,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>07-105</td>
<td>Jones Creek Debris Flow Protection—Construct deflection basin and address local access</td>
<td>70.6</td>
<td>$100,000, FDA (unsecured)</td>
<td>$20,000, FDA (unsecured)</td>
<td>$20,000, FCDO (unsecured)</td>
<td>Previous Phase</td>
<td>R</td>
<td>$100,000</td>
<td>FDA (unsecured)</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>07-125</td>
<td>Lower-Necklace Overflow Corridors—Construct overflows and protect infrastructure in overflow corridors</td>
<td>Various</td>
<td>66.7</td>
<td>$180,000, FDA</td>
<td>$40,000, FCDO (used)</td>
<td>$200,000, FCDO (unsecured)</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$180,000</td>
<td>FDA</td>
</tr>
<tr>
<td>12-003</td>
<td>System-Wide Improvement Framework (SWIF)—Projects resulting from SWIF planning process required to maintain ADE-FC-89-09 eligibility</td>
<td>56.8</td>
<td>$300,000, FCDO</td>
<td>$100,000, FCDO (used)</td>
<td>$100,000, FCDO (used)</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$300,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>07-265</td>
<td>Sediment Management Plan—Small-scale sediment removal to support sediment management strategy</td>
<td>33.3</td>
<td>$120,000, FCDO</td>
<td>$120,000, FCDO</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$120,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
<td></td>
</tr>
<tr>
<td>13-009</td>
<td>City of Bellingham Sewer System—Flood Hazard Reduction</td>
<td>63.4</td>
<td>$120,000, FCDO</td>
<td>$120,000, FCDO</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$120,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
<td></td>
</tr>
<tr>
<td>07-890</td>
<td>Birch Bay Drive &amp; Pedestrian Project: Travel out to support softshore protection projects</td>
<td>72.1</td>
<td>$66,000, FCDO</td>
<td>$66,000, FCDO</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$66,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
<td></td>
</tr>
<tr>
<td>08-003</td>
<td>Emergency/New Projects—Typically repair projects that result from new damage, as needed</td>
<td>Various</td>
<td>66.6</td>
<td>$210,000, FCDO (Swift Creek)</td>
<td>$210,000, FCDO (used)</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$210,000</td>
<td>FCDO (Swift Creek)</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>13-002a</td>
<td>Sure-Fire Bank Stabilization Project: Feasible project to minimize erosion and improve fish habitat</td>
<td>45.9</td>
<td>$120,000, FCDO</td>
<td>$120,000, FCDO</td>
<td>Previous Phase</td>
<td>PE</td>
<td>$120,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Swift Creek Phase 3 Projects—Sediment Traps, Upper Goodrich-Roehl Setback Levee, and Sediment Basins</td>
<td>66.6</td>
<td>$87,000, FCDO</td>
<td>$87,000, FCDO</td>
<td>Previous Phase</td>
<td>PE</td>
<td>TBD</td>
<td>$87,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
</tr>
<tr>
<td>28</td>
<td>Swift Creek North Fork Remote Project: Feasibility analysis to reduce bed load and suspended sediment from the Swift Creek tributary</td>
<td>66.6</td>
<td>$42,000, FCDO</td>
<td>$42,000, FCDO</td>
<td>Previous Phase</td>
<td>PE</td>
<td>TBD</td>
<td>$42,000</td>
<td>FCDO</td>
<td>Previous Phase</td>
</tr>
</tbody>
</table>

**Notes:**
1. Expenditures shown are planning-level cost estimates. The Six-Year WRIP is not a budget document and does not authorize expenditures.
2. PE = Preliminary Engineering; RW = Property Acquisition; On = Construction.
### TITLE OF DOCUMENT:

Resolution Amending the 2014-2019 Six-Year Transportation Improvement Program to modify the title and project limits of an existing project.

### ATTACHMENTS:
1. Memo to County Executive and Council
2. Project Summary Sheet
3. 2014-2019 Six Year Transportation Improvement Program Resolution Amendment
4. Exhibit “A” 2014-2019 Six Year Transportation Improvement Program

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Amendment to 2014-2019 Six-Year Transportation Improvement Program is necessary to modify the title and project limits of the “Gooseberry Point Pedestrian Project” to “Lummi Nation Transportation Projects”.

### COMMITTEE ACTION:

COUNCIL ACTION:

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>Yes</th>
<th>No</th>
<th>Should Clerk schedule a hearing?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>Yes</td>
<td>No</td>
<td>Requested Date 7/8/2014</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director
        Roland Middleton, L.E.G., Special Projects Manager

Date: June 4, 2014

Re: Amending the 2014-2019 Six-Year Transportation Improvement Program, PW Committee Work Session, Introduction, Public Hearing and Adoption

Requested Action:

The Department of Public Works requests that this proposed amendment to the 2014-2019 Six Year Transportation Program (STIP) be introduced at the June 17, 2014 Council meeting. We then request that a Public Hearing be advertised and held July 8, 2014 at that evening's County Council meeting with the amendment resolution adopted at said meeting.

Background and Purpose:

The 2014-2019 STIP was approved by Resolution 2013-029 on September 10, 2013. Amendment of the 2014-2019 STIP is being requested to modify the project title and limits of a project currently listed.

- **Modify Title and Limits Project #8, "Gooseberry Point Pedestrian Project"
- Change project title to "Lummi Nation Transportation Projects"
- Alter project limits by removing "1.77" under "Total Length" and leave blank. Also remove "McKenzie" from "From" and "Balch" from "To".
- Change "Various Pedestrian Improvements" to "Various Locations on Reservation".

Information:

This modification is being requested by the Lummi Nation in order to meet the requirements of Exhibit "C" of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This modification will allow for County committed funds to be used on mutually agreed upon transportation projects throughout the Lummi Nation Reservation. It will also allow for these projects to be covered by the County's franchise agreements with utilities.
RESOLUTION NO. ____________

AMENDING THE WHATCOM COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2014 THROUGH 2019

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and adopt a Six-Year Transportation Improvement Program each year; and

WHEREAS, on September 10, 2013, the Six-Year Transportation Improvement Program (Six-Year TIP) for the years 2014 through 2019 was approved, Resolution 2013-029; and

WHEREAS, in accordance with Exhibit "C" of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point; and

WHEREAS, in order to allow for County committed funds to be used on mutually agreed transportation projects throughout the Lummi Nation Reservation it is necessary to amend the Six-Year TIP.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the 2014-2019 Six-Year Transportation Improvement Program be amended as follows:

• Project # 8: Amend title: “Gooseberry Point Pedestrian Project” to “Lummi Nation Transportation Projects”.
• Alter project limits by removing “1.77” under “Total Length” and leave blank.
• Remove "McKenzie" from "From" and "Balch" from "To" and leave blank.
• Change "Various Pedestrian Improvements" to "Various Locations on Reservation".

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

1. That the Whatcom County Six-Year Transportation Improvement Program for the years 2014 through 2019, which is attached hereto as Exhibit "A", be amended to include the amended title and limits of Project #8.
2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this ____ day of ________, 2014.

ATTEST:

Dana Brown-Davis, Clerk of the Council
Carl Weimer, Council Chair

APPROVED AS TO FORM:

Dan Gibson, Chief Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
**Lummi Nation Transportation Projects**  
**CRP #912017**

**Construction Funding Year(s):**  
2014

**Project Narrative:**  
The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #8 on the 2014-2019 Six-Year Transportation Improvement Program.

**Project Status:**  
Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$4,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>N/A</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

[Map of Lummi Nation Transportation Projects]
Exhibit "A"

**Six Year Transportation Improvement Program**

**From** 2014 **to** 2019

**Hearing Date:**

**Adoption Date:**

**Amend Date:**

**Resolution No.:**

**Report Date:** June 3, 2014

---

**Project Identification**

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Description</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Phase</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>07</td>
<td>1</td>
<td>Birch Bay Lynden Road / Portal Way</td>
<td>S</td>
<td>0.30</td>
<td>CGOPSW</td>
<td>CN 5/1/2014</td>
<td>2655 STP(R) 465 RAP 3120</td>
<td>16 17 18 19 20 21</td>
<td>CE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4/1/2013</td>
</tr>
<tr>
<td>00</td>
<td>2</td>
<td>Rural Road Safety Program</td>
<td>S</td>
<td>0.60</td>
<td>CGOPTW</td>
<td>CN 6/1/2014</td>
<td>2655 Discretionary 450 450</td>
<td>450 450</td>
<td>CE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Various safety improvements on Rural Roads.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/1/2012</td>
</tr>
<tr>
<td>07</td>
<td>3</td>
<td>Birch Bay Drive &amp; Pedestrian Facility</td>
<td>P</td>
<td>1.58</td>
<td>TPCWSW</td>
<td>PE 1/1/2014</td>
<td>855 STP 345 1200 200 100</td>
<td>900 300 8000 2050</td>
<td>CE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20010 from: Lora Lane to: Cedar Avenue Pedestrian &amp; non-motorized enhancements.</td>
<td></td>
<td></td>
<td></td>
<td>CN 5/1/2016</td>
<td>1822 8228 10050</td>
<td>100 100 8000 2050</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1/1/2016</td>
</tr>
<tr>
<td>17</td>
<td>4</td>
<td>Lake Whatcom Boulevard, Cable Street to Strawberry Point</td>
<td>P</td>
<td>1.50</td>
<td>CGOPSTW</td>
<td>PE 1/1/2014</td>
<td>500 STP 500 500 50 450</td>
<td>50 50 450 50 500</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>44120 from: 0.21 to: 1.71 Pavement rehabilitation &amp; stormwater improvements.</td>
<td></td>
<td></td>
<td></td>
<td>CN 5/1/2016</td>
<td>500 500 5000</td>
<td>50 950 5000 5000</td>
<td></td>
</tr>
</tbody>
</table>

---

**Report Date:** June 3, 2014

Page 1

v. 5.7 - Supersedes previous editions
### Project Identification

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Title</th>
<th>Bridge No.</th>
<th>PID/Federal Aid No.</th>
<th>Street/Road Name or Number</th>
<th>Beginning MP or Road</th>
<th>Ending MP or Road</th>
<th>Describe Work to be Done</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>5</td>
<td>Slater Road &amp; Northwest Drive</td>
<td>14780 / 74050</td>
<td>12</td>
<td>Intersection improvements</td>
<td>from:</td>
<td>to:</td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>6</td>
<td>Lummi View Drive Bank Stabilization</td>
<td>12780</td>
<td>03</td>
<td>Slidel repair</td>
<td>from:</td>
<td>to:</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>7</td>
<td>North Shore Road, Bellingham City Limits to Y Road</td>
<td>47051</td>
<td>03</td>
<td>Stormwater &amp; spot improvements</td>
<td>from: 0.00</td>
<td>to: 2.87</td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>8</td>
<td>Lummi Nation Transportation Projects</td>
<td></td>
<td></td>
<td>Various locations on Reservation</td>
<td>from:</td>
<td>to:</td>
<td></td>
</tr>
</tbody>
</table>

### Project Costs in Thousands of Dollars

<table>
<thead>
<tr>
<th>Phase Start (mm/dd/yyyy)</th>
<th>Phase Code</th>
<th>Cost Code</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>Total</th>
<th>Envíron.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2014</td>
<td>PE</td>
<td>P</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>1/1/2014</td>
<td>PE</td>
<td>P</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1/1/2017</td>
<td>RW</td>
<td>W</td>
<td>500</td>
<td>500</td>
<td></td>
<td></td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>1/1/2017</td>
<td>RW</td>
<td>W</td>
<td>300</td>
<td>300</td>
<td></td>
<td></td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>6/1/2014</td>
<td>PE</td>
<td>W</td>
<td>700</td>
<td>700</td>
<td></td>
<td></td>
<td>700</td>
<td></td>
</tr>
<tr>
<td>6/1/2014</td>
<td>CN</td>
<td>W</td>
<td>300</td>
<td>300</td>
<td></td>
<td></td>
<td>300</td>
<td></td>
</tr>
</tbody>
</table>

| Totals                   |           |           | 1600| 1600|     |     | 3200  |          |
| Totals                   |           |           | 10  | 10  |     |     | 10    |          |
| Totals                   |           |           | 10  | 10  |     |     | 10    |          |
| Totals                   |           |           | 4500| 4500|     |     | 4500  |          |

### Expenditure Schedule (Local Agency)

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>Thru Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td>1/1/2014</td>
</tr>
<tr>
<td>2</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td>1/1/2014</td>
</tr>
<tr>
<td>3</td>
<td>700</td>
<td>700</td>
<td></td>
<td></td>
<td>6/1/2014</td>
</tr>
<tr>
<td>4</td>
<td>300</td>
<td>300</td>
<td></td>
<td></td>
<td>6/1/2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1600</td>
<td></td>
</tr>
<tr>
<td>1600</td>
<td></td>
</tr>
<tr>
<td>3200</td>
<td></td>
</tr>
</tbody>
</table>

### Fund Source Information

<table>
<thead>
<tr>
<th></th>
<th>Federal Funding</th>
<th>State Funds</th>
<th>Local Funds</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Federal Fund Code</td>
<td>Federal Cost by Phase</td>
<td>State Fund Code</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PE</td>
<td>RW</td>
<td>CN</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>1600</td>
<td>1600</td>
<td>3200</td>
<td></td>
</tr>
</tbody>
</table>
### Washington State Department of Transportation

**Agency:** Whatcom County  
**Co. No.:** 37  
**Co. Name:** Whatcom Co.  
**City No.:** 0000  
**MPO/RTPO:** NON/WCCG

---

## Six Year Transportation Improvement Program

**From 2014 to 2019**

### Project Identification

<table>
<thead>
<tr>
<th>Functional Case</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Project Title</th>
<th>End Date</th>
<th>Project Type</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Code</th>
<th>Phase Start (MM/DD/YYYY)</th>
<th>Federal Funding</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>A. PIN/Federal Aid No.</td>
<td>B. Bridge No.</td>
<td>C. Project Title</td>
<td>D. Street/Road Name or Number</td>
<td>E. Beginning MP or Road - Ending MP or Road</td>
<td>F. Describe Work to be Done</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00</td>
<td>9</td>
<td>06 32 <strong>Point Roberts Transportation Improvements</strong></td>
<td>1/1/2014</td>
<td>6/1/2014</td>
<td>PE-CN</td>
<td>0.25</td>
<td>8 9 10 11 12 13 14 15</td>
<td>20 260 280 10 10 10 10 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>10</td>
<td>07 P 325 <strong>East Smith Road, Everson-Goshen Road to SR 542 55080</strong></td>
<td>1/1/2017</td>
<td>6/1/2017</td>
<td>PE-CN</td>
<td>0.325</td>
<td>8 9 10 11 12 13 14 15</td>
<td>50 1450 375 50 50 50 50 50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>11</td>
<td>05 P 655 <strong>Slater Road Intersections 14769</strong></td>
<td>1/1/2014</td>
<td>5/1/2014</td>
<td>PE-CN</td>
<td>0.65</td>
<td>8 9 10 11 12 13 14 15</td>
<td>130 120 250 200 50 50 50 50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>12</td>
<td>03 P 40 <strong>East Smith Road &amp; Hanrahan Road 55080 / 55110</strong></td>
<td>1/1/2014</td>
<td>5/1/2014</td>
<td>PE-CN</td>
<td>0.4</td>
<td>8 9 10 11 12 13 14 15</td>
<td>50 50 50 50 50 50 50 50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Report Date: June 3, 2014  
Page 3  
v. 5.7 - Supersedes previous editions
### Project Identification

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Project Title</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Phase</th>
<th>Phase Start (mm/dd/yyyy)</th>
<th>Federal Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07   13</td>
<td>Hannagan Road, Bellingham City Limits to Hemmi Road</td>
<td>P</td>
<td>4.34</td>
<td></td>
<td>07</td>
<td>PE 1/1/2015</td>
<td>RAP 50</td>
</tr>
<tr>
<td></td>
<td>55110</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 60</td>
</tr>
<tr>
<td></td>
<td>from: 1.71 to: 6.05</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60 1885</td>
</tr>
<tr>
<td></td>
<td>Pavement rehabilitation.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07   14</td>
<td>West Badger Road, Sunrise Road to Markworth Road</td>
<td>P</td>
<td>2.01</td>
<td></td>
<td>03 05</td>
<td>PE 1/1/2017</td>
<td>RAP 1450</td>
</tr>
<tr>
<td></td>
<td>32790</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>435 1885</td>
</tr>
<tr>
<td></td>
<td>from: 0.86 to: 2.87</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reconstruction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07   15</td>
<td>Portal Way, Birth Bay Lynden Road to Fairs Road</td>
<td>P</td>
<td>2.85</td>
<td></td>
<td>03 05</td>
<td>PE 1/1/2017</td>
<td>RAP 60</td>
</tr>
<tr>
<td></td>
<td>30410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 60</td>
</tr>
<tr>
<td></td>
<td>from: 5.58 to: 7.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1885</td>
</tr>
<tr>
<td></td>
<td>Structural overlay.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00   16</td>
<td>Slater Road Connector, Northwest Drive to SR 539</td>
<td>P</td>
<td>2.00</td>
<td></td>
<td>01</td>
<td>PE 1/1/2017</td>
<td>RAP 200</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 5</td>
</tr>
<tr>
<td></td>
<td>from: New roadway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Project Costs in Thousands of Dollars

<table>
<thead>
<tr>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funding</td>
<td>1st 2nd 3rd 4th Thru 6th</td>
<td>Envr. Type</td>
</tr>
<tr>
<td>Federal Cost by Phase</td>
<td>10 11 12 13 14 15</td>
<td>R/W Required Date (MM/YY)</td>
</tr>
<tr>
<td>State Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Funds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

| 1500 445 1945 1945 | 5 5 5 5 5 | 5 |

**Report Date:** June 3, 2014

---

**Six Year Transportation Improvement Program**

**From 2014 to 2019**

**Agency:** Whatcom County

**Co. No.:** 37  **Co. Name:** Whatcom Co.

**City No.:** 0000  **MPO/RTPO:** NONIWCCG
### Six Year Transportation Improvement Program

**From 2014 to 2019**

<table>
<thead>
<tr>
<th>Co. No.</th>
<th>Co. Name</th>
<th>Agency</th>
<th>MPO/RTPO</th>
<th>Date:</th>
<th>Adoption Date:</th>
<th>Amend Date:</th>
<th>Resolution No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>Whatcom Co.</td>
<td>Whatcom County</td>
<td>NON/WCG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Functional Area Priority

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Fund Source Information</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A. PIN/Federal Aid No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Bridge No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Project Title</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>D. Street/Road Name or Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E. Beginning MP or Road - Ending MP or Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>F. Describe Work to be Done</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Project Details

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Expenditure Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 17</td>
<td>Norton Road Connector, Northwest Drive to Aldrich Road</td>
<td>P</td>
<td>0.70</td>
<td>PE</td>
<td>1/1/2016</td>
</tr>
<tr>
<td>17 18</td>
<td>Yew Street Road, Tacoma Avenue to Samish Way 40630</td>
<td>P</td>
<td>0.71</td>
<td>PE</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>09 19</td>
<td>Lincoln Road - II, Harborview Road to SR 546 (Blaine Road) 26790</td>
<td>P</td>
<td>1.00</td>
<td>PE</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>16 20</td>
<td>Marine Drive, McAlpine Road to Alderwood Avenue 12799</td>
<td>P</td>
<td>0.51</td>
<td>PE</td>
<td>1/1/2017</td>
</tr>
</tbody>
</table>

#### Notes

- Norton Road Connector: Northwest Drive to Aldrich Road
- Yew Street Road, Tacoma Avenue to Samish Way 40630
- Lincoln Road - II, Harborview Road to SR 546 (Blaine Road) 26790
- Marine Drive, McAlpine Road to Alderwood Avenue 12799

---

**Report Date:** June 3, 2014

Page 5

**v. 5.7 - Supersedes previous editions**
## Six Year Transportation Improvement Program

**From 2014 to 2019**

### Project Costs in Thousands of Dollars

<table>
<thead>
<tr>
<th>Functional Number</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Improvement Title</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Phase</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th Thru 6th</th>
<th>Total</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>21</td>
<td>Marine Drive II, Alderwood Avenue to Bridge No. 172</td>
<td>12790 from 3.32 to 3.37</td>
<td>PE</td>
<td>1/1/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>22</td>
<td>Larrabee Road Flood Prevention</td>
<td>73800 to 73900</td>
<td>PE</td>
<td>1/1/2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>23</td>
<td>Potter Road / South Fork Nooksack River, Bridge No. 148</td>
<td>85950 from 0.85 to 1.15</td>
<td>CN</td>
<td>1/1/2014</td>
<td>6340</td>
<td></td>
<td>1580</td>
<td>7920</td>
<td>4400</td>
<td>3140</td>
<td>380</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>24</td>
<td>Mosquito Lk Rd / Canyon Creek, Bridge No. 334</td>
<td>84190 from 12.85 to 12.75</td>
<td>PE</td>
<td>1/1/2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

### Expenditure Schedule (Local Agency)

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th Thru 6th</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Drive II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Larrabee Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Potter Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Mosquito Lk Rd</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

**Report Date:** June 3, 2014

**Page 6**

v. 5.7 - Supersedes previous editions
## Six Year Transportation Improvement Program

**From 2014 to 2019**

### Project Costs in Thousands of Dollars

<table>
<thead>
<tr>
<th>Project Identification</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Federal Funding</td>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td></td>
<td>Federal Fund Code</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Federal Cost by Phase</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>State Fund Code</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>State Funds</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Local Funds</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Total Funds</td>
<td>20</td>
<td>21</td>
</tr>
</tbody>
</table>

#### Project Costs

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Improvement Type</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Phase</th>
<th>Phase Start (mm/dd/yyyy)</th>
<th>Federal Funding</th>
<th>Federal Cost by Phase</th>
<th>State Fund Code</th>
<th>State Funds</th>
<th>Local Funds</th>
<th>Total Funds</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th Thru 6th</th>
<th>Envl. Type</th>
<th>RW Required Date (MM/YY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>07 25</td>
<td>25</td>
<td>Slater Road / Nooksack River, Bridge No. 512</td>
<td>PCT 1/1/2014</td>
<td>BR</td>
<td>110</td>
<td></td>
<td>1700</td>
<td>110</td>
<td>1700</td>
<td>110</td>
<td>1700</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 26</td>
<td>26</td>
<td>Marine Drive / Little Squailicum, Bridge No. 1</td>
<td>CST 1/1/2015</td>
<td>BR</td>
<td>100</td>
<td></td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07 27</td>
<td>27</td>
<td>Hanneman Road / Nooksack River, Bridge No. 252</td>
<td>CTP 5/1/2015</td>
<td>BR</td>
<td>17</td>
<td></td>
<td>217</td>
<td>17</td>
<td>217</td>
<td>17</td>
<td>217</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07 28</td>
<td>28</td>
<td>South Pass Road / Saar Creek, Bridge No. 212</td>
<td>PT 6/1/2014</td>
<td>CN</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Report Date:
June 3, 2014

Page 7

v. 5.7 - Supersedes previous editions
### Project Identification

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Title</th>
<th>Bridge No.</th>
<th>PIN/Federal Aid No.</th>
<th>Improvement Type</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A. Beginning MP or Road - Ending MP or Road</td>
<td>B. Bridge No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Six Year Transportation Improvement Program

**From 2014 to 2019**

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Improvement Type</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td>08</td>
<td>33</td>
<td>North Lake Samish Road / Bridge No. 107</td>
<td>44170</td>
<td>01</td>
<td>0.10</td>
<td>PE</td>
<td>1/1/2014</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Deck rehabilitation.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09</td>
<td>09</td>
</tr>
<tr>
<td>07</td>
<td>34</td>
<td>Hannegan Road / Bridge No. 236</td>
<td>55110</td>
<td>09</td>
<td>0.10</td>
<td>PE</td>
<td>1/1/2014</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Replacement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09</td>
<td>09</td>
</tr>
<tr>
<td>09</td>
<td>35</td>
<td>Roberts Road / Anderson Creek, Bridge No. 249</td>
<td>36210</td>
<td>09</td>
<td>0.10</td>
<td>PE</td>
<td>1/1/2017</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09</td>
<td>09</td>
</tr>
<tr>
<td>09</td>
<td>36</td>
<td>Massey Road / Sumas River, Bridge No. 291</td>
<td>69700</td>
<td>09</td>
<td>0.10</td>
<td>PE</td>
<td>1/1/2016</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09</td>
<td>09</td>
</tr>
</tbody>
</table>

**Supersedes previous editions**
### Project Identification

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Description</th>
</tr>
</thead>
</table>
| 08               | 37              |                  |                 | Mosquito Lake Road / N. Fork Nooksack River, Bridge No. 332 | Mosquito Lake Road / N. Fork Nooksack River, Bridge No. 332  
|                  |                 |                  |                 | 84190                  | 84190  
|                  |                 |                  |                 | from: 13.60            | from: 13.60  
|                  |                 |                  |                 | to: 13.80              | to: 13.80  
|                  |                 |                  |                 | Rehabilitation / Replacement study | Rehabilitation / Replacement study |
| 00               | 38              |                  |                 | Refurbish / Upgrade of the Whatcom Chief | Refurbish / Upgrade of the Whatcom Chief  
|                  |                 |                  |                 | from: to:              | from: to: |
| 00               | 39              |                  |                 | Ferry Dock Improvements | Ferry Dock Improvements  
|                  |                 |                  |                 | from: to:              | from: to: |
| 00               | 40              |                  |                 | Replacement of Whatcom Chief | Replacement of Whatcom Chief  
|                  |                 |                  |                 | New ferry              | New ferry  
|                  |                 |                  |                 | from: to:              | from: to: |

### Project Costs in Thousands of Dollars

<table>
<thead>
<tr>
<th>Phase Start (mmm/dd/yyyy)</th>
<th>Federal Funding</th>
<th>Federal Cost by Phase</th>
<th>State Fund Code</th>
<th>State Funds</th>
<th>Local Funds</th>
<th>Total Funds</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th Thru 6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2015</td>
<td>PE</td>
<td>0.20</td>
<td></td>
<td>50</td>
<td></td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td></td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1/2014</td>
<td>PE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1/2014</td>
<td>PE</td>
<td></td>
<td></td>
<td>200</td>
<td></td>
<td>200</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>5/1/2014</td>
<td>CN</td>
<td></td>
<td></td>
<td>1300</td>
<td></td>
<td>1300</td>
<td>350</td>
<td>300</td>
<td>400</td>
<td>250</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>1500</td>
<td></td>
<td>1500</td>
<td>400</td>
<td>350</td>
<td>450</td>
<td>300</td>
</tr>
<tr>
<td>1/1/2016</td>
<td>PE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Expenditure Schedule (Local Agency)

<table>
<thead>
<tr>
<th>Fund Source Information</th>
<th>Expenditure Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1st</td>
</tr>
<tr>
<td></td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

### Fund Source Information

<table>
<thead>
<tr>
<th>Fund Source Information</th>
<th>Fund Source Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Federally Funded Projects Only

<table>
<thead>
<tr>
<th>Envir. Type</th>
<th>R/W Required Date (MM/YY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Report Date: June 3, 2014  
Page 10  
v. 5.7 - Supersedes previous editions
### Six Year Transportation Improvement Program

**From 2014 to 2019**

**Agency:** Whatcom County  
**Co. No.:** 37  
**Co. Name:** Whatcom Co.  
**City No.:** 0000  
**MPO/RTPO:** NON/WCG

<table>
<thead>
<tr>
<th>Project Identification</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. PIN/Federal Aid No.</td>
<td>Project Title</td>
<td>B. Bridge No.</td>
<td>Utility Codes</td>
<td>Federal Funding</td>
</tr>
<tr>
<td>C. Project Title</td>
<td>PHASE</td>
<td>Project Phase</td>
<td>Federal Cost by Phase</td>
<td>Federal Fund Code</td>
</tr>
<tr>
<td>D. Street/Road Name or Number</td>
<td>Phase Start (mm/dd/yyyy)</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>E. Beginning MP or Road - Ending MP or Road</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
</tr>
<tr>
<td>F. Describe Work to be Done</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
</tr>
</tbody>
</table>

#### Functional Class

<table>
<thead>
<tr>
<th>Priority Number</th>
<th>Project</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional Class</td>
<td>Priority Number</td>
<td>Project</td>
<td>Status</td>
<td>Total Length</td>
<td>Utility Codes</td>
<td>Project Costs in Thousands of Dollars</td>
<td>Fund Source Information</td>
</tr>
<tr>
<td>A. PIN/Federal Aid No.</td>
<td>Project Title</td>
<td>B. Bridge No.</td>
<td>Utility Codes</td>
<td>Federal Funding</td>
<td>Phases</td>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td>C. Project Title</td>
<td>PHASE</td>
<td>Project Phase</td>
<td>Federal Cost by Phase</td>
<td>Federal Fund Code</td>
<td>State Fund Code</td>
<td>Local Funds</td>
<td>State Funds</td>
</tr>
<tr>
<td>D. Street/Road Name or Number</td>
<td>Phase Start (mm/dd/yyyy)</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>E. Beginning MP or Road - Ending MP or Road</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Describe Work to be Done</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Report Date: June 3, 2014

**Page 11**

v. 5.7 - Supersedes previous editions

**Total Funds**

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional Class</td>
<td>Priority Number</td>
<td>Project</td>
<td>Status</td>
<td>Total Length</td>
<td>Utility Codes</td>
<td>Project Costs in Thousands of Dollars</td>
<td>Fund Source Information</td>
<td>Expenditure Schedule (Local Agency)</td>
</tr>
<tr>
<td>A. PIN/Federal Aid No.</td>
<td>Project Title</td>
<td>B. Bridge No.</td>
<td>Utility Codes</td>
<td>Federal Funding</td>
<td>Phases</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>C. Project Title</td>
<td>PHASE</td>
<td>Project Phase</td>
<td>Federal Cost by Phase</td>
<td>Federal Fund Code</td>
<td>State Fund Code</td>
<td>Local Funds</td>
<td>State Funds</td>
<td>Total Funds</td>
</tr>
<tr>
<td>D. Street/Road Name or Number</td>
<td>Phase Start (mm/dd/yyyy)</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>E. Beginning MP or Road - Ending MP or Road</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Describe Work to be Done</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Funds**

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional Class</td>
<td>Priority Number</td>
<td>Project</td>
<td>Status</td>
<td>Total Length</td>
<td>Utility Codes</td>
<td>Project Costs in Thousands of Dollars</td>
<td>Fund Source Information</td>
<td>Expenditure Schedule (Local Agency)</td>
</tr>
<tr>
<td>A. PIN/Federal Aid No.</td>
<td>Project Title</td>
<td>B. Bridge No.</td>
<td>Utility Codes</td>
<td>Federal Funding</td>
<td>Phases</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>C. Project Title</td>
<td>PHASE</td>
<td>Project Phase</td>
<td>Federal Cost by Phase</td>
<td>Federal Fund Code</td>
<td>State Fund Code</td>
<td>Local Funds</td>
<td>State Funds</td>
<td>Total Funds</td>
</tr>
<tr>
<td>D. Street/Road Name or Number</td>
<td>Phase Start (mm/dd/yyyy)</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>E. Beginning MP or Road - Ending MP or Road</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Describe Work to be Done</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th Thru 6th</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Funds**
<table>
<thead>
<tr>
<th>Functional Cost</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Costs</th>
<th>Project Phase</th>
<th>Project Costs in Thousands of Dollars</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Fund Source Information</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>45</td>
<td>Unanticipated Site Improvements</td>
<td>S</td>
<td></td>
<td></td>
<td>PE</td>
<td>1/1/2014</td>
<td>180</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>from:</td>
<td></td>
<td></td>
<td></td>
<td>CN</td>
<td>1/1/2014</td>
<td>1620</td>
<td>270</td>
<td>270</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>As prioritized</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00</td>
<td>46</td>
<td>Roadway Frost Depth Detectors</td>
<td>S</td>
<td></td>
<td></td>
<td>PE</td>
<td>1/1/2014</td>
<td>10</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>from:</td>
<td></td>
<td></td>
<td></td>
<td>CN</td>
<td>6/1/2014</td>
<td>90</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00</td>
<td>47</td>
<td>Stormwater Quality Improvements</td>
<td>S</td>
<td></td>
<td></td>
<td>PE</td>
<td>1/1/2014</td>
<td>90</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>from:</td>
<td></td>
<td></td>
<td></td>
<td>CN</td>
<td>1/1/2014</td>
<td>410</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00</td>
<td>48</td>
<td>Non-motorized Transportation Improvements</td>
<td>S</td>
<td></td>
<td></td>
<td>PE</td>
<td>1/1/2014</td>
<td>60</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>from:</td>
<td></td>
<td></td>
<td></td>
<td>CN</td>
<td>5/1/2014</td>
<td>540</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Report Date: June 3, 2014
## Six Year Transportation Improvement Program

**Hearing Date:**

**Adoption Date:**

**Resolution No.:**

**Curtailing Date:**

**Supersedes previous editions:** v. 5.7

### Project Identification

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>Status</th>
<th>Total Length</th>
<th>Utility Codes</th>
<th>Impact Phase</th>
<th>Project Phase</th>
<th>Phase Start (MM/DD/YYYY)</th>
<th>Federal Funding</th>
<th>Fund Source Information</th>
<th>Expenditure Schedule (Local Agency)</th>
<th>Federally Funded Projects Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 49</td>
<td></td>
<td>Fish Passage Project</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PE 1/1/2016 CN 1/1/2016</td>
<td>80 80</td>
<td>720 720</td>
<td>20 60</td>
<td>180 540</td>
</tr>
<tr>
<td>00 50</td>
<td></td>
<td>Railroad Crossing Improvements</td>
<td>S</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PE 1/1/2014 CN 1/1/2014</td>
<td>30 30</td>
<td>270 270</td>
<td>5 45</td>
<td>5 45</td>
</tr>
<tr>
<td>00 51</td>
<td></td>
<td>Neighborhood Traffic Calming</td>
<td>S</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PE 1/1/2014 CN 1/1/2014</td>
<td>30 30</td>
<td>270 270</td>
<td>5 45</td>
<td>5 45</td>
</tr>
</tbody>
</table>

**Grand Totals for Whatcom County**

<table>
<thead>
<tr>
<th>Total</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th Thru 6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>18,086</td>
<td>3,465</td>
<td>38,163</td>
<td>59,714</td>
<td>18,052</td>
</tr>
</tbody>
</table>

---

**Report Date:** June 3, 2014

Page 13
# WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2014-229A

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>W</td>
<td>06/03/14</td>
<td></td>
<td>06/17/14</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>7/8/14</td>
<td>Hearing</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>L</td>
<td>06/06/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>06/03/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Adopt a resolution to sell surplus property

**ATTACHMENTS:** Resolutions & list of property to be declared surplus

**SEPA review required?** ( ) YES ( x ) NO
**SEPA review completed?** ( ) YES ( x ) NO
**Should Clerk schedule a hearing?** ( x ) YES ( ) NO
**Requested Date:**

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

The attached list of equipment has been determined to be surplus and available for disposal by public auction. The Council may find by resolution, following a public hearing that it is in the public interest to sell the property.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

A RESOLUTION AUTHORIZING 
THE SALE OF WHATCOM COUNTY SURPLUS PROPERTY 
PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on ____________, 2014 to discuss the sale of Whatcom County property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit “A” and such property shall be sold by public auction after July 2014, subsequent to compliance with the notice requirements of WCC 1.10.200; and

NOW THEREFORE BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction after July 2014 pursuant to the notice requirements of WCC 1.10.200.

APPROVED this ____________ day of ____________, 2014

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Daniel L. Gibson
Civil Deputy Prosecuting Attorney
## PUBLIC WORKS – EQUIPMENT SERVICES

<table>
<thead>
<tr>
<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>DEPT</th>
<th>VIN #</th>
<th>EST MILES / HRS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>045</td>
<td>1992</td>
<td>Dodge</td>
<td>Ram D150</td>
<td>PD&amp;S</td>
<td>1B7HE16Y3N680754</td>
<td>134,169</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>101</td>
<td>1994</td>
<td>Chevrolet</td>
<td>S10 Ext Cab</td>
<td>ENGR</td>
<td>1GCCS19Z5R8239572</td>
<td>95,100</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>108</td>
<td>1998</td>
<td>Ford</td>
<td>F150 1/2T 4X2</td>
<td>ENGR</td>
<td>2FTRF1760WCA94887</td>
<td>96,500</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>117</td>
<td>1998</td>
<td>Ford</td>
<td>F150 1/2T 4X2</td>
<td>ENGR</td>
<td>2FTRF1764WCA94889</td>
<td>132,097</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>126</td>
<td>1995</td>
<td>Ford</td>
<td>Ranger S/C 4X4</td>
<td>FLOOD</td>
<td>1FTCR15U0SPA73044</td>
<td>91,500</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>132</td>
<td>2003</td>
<td>Chevrolet</td>
<td>Blazer 4X4</td>
<td>PDS</td>
<td>1GNOT13X13K172593</td>
<td>182,800</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>134</td>
<td>2004</td>
<td>Chevrolet</td>
<td>Express G350 Van</td>
<td>ENGR</td>
<td>1GCHG39U141118293</td>
<td>170,200</td>
<td>Already replaced</td>
</tr>
<tr>
<td>141</td>
<td>2002</td>
<td>Ford</td>
<td>F150 4X4</td>
<td>M&amp;O</td>
<td>1FTRX14W14NC08324</td>
<td>156,000</td>
<td>Already replaced</td>
</tr>
<tr>
<td>147</td>
<td>2006</td>
<td>Ford</td>
<td>Freestar Van</td>
<td>ENGR</td>
<td>2FTZA54686BA58087</td>
<td>99,679</td>
<td>Totalled</td>
</tr>
<tr>
<td>160</td>
<td>2003</td>
<td>Chevrolet</td>
<td>Silverado 1/2T Ext Cab</td>
<td>M&amp;O</td>
<td>1GCEK19V63E31042</td>
<td>170,200</td>
<td>Already replaced</td>
</tr>
<tr>
<td>177</td>
<td>1995</td>
<td>Ford</td>
<td>F150 Sup Cab 4X2</td>
<td>M&amp;O</td>
<td>1FTEX15N7KSB94657</td>
<td>132,200</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>183</td>
<td>1991</td>
<td>Dodge</td>
<td>Ram 150 1/2T</td>
<td>M&amp;O</td>
<td>1B7GE16Y9MS343323</td>
<td>67,003</td>
<td>Turned in by dept. for fleet reduction</td>
</tr>
<tr>
<td>267</td>
<td>1996</td>
<td>Western Star</td>
<td>Dump Truck</td>
<td>M&amp;O</td>
<td>2WLPCCF6TK941637</td>
<td>320,493</td>
<td>Already replaced</td>
</tr>
<tr>
<td>268</td>
<td>1996</td>
<td>Western Star</td>
<td>Dump Truck</td>
<td>M&amp;O</td>
<td>2WLPCCF7TK941646</td>
<td>341,134</td>
<td>Already replaced</td>
</tr>
<tr>
<td>269</td>
<td>1994</td>
<td>Western Star</td>
<td>Dump Truck</td>
<td>M&amp;O</td>
<td>2WLNCCF8RK933345</td>
<td>284,350</td>
<td>Already replaced</td>
</tr>
<tr>
<td>324</td>
<td>2004</td>
<td>New Holland</td>
<td>TS115A Tractor</td>
<td>M&amp;O</td>
<td>ACP219099</td>
<td>6,986</td>
<td>Already replaced</td>
</tr>
<tr>
<td>332</td>
<td>2001</td>
<td>New Holland</td>
<td>TM115 Tractor (w/ 518 &amp; 525)</td>
<td>M&amp;O</td>
<td>176259B</td>
<td>8,810</td>
<td>Already replaced</td>
</tr>
<tr>
<td>333</td>
<td>2001</td>
<td>New Holland</td>
<td>TM115 Tractor (w/ 501)</td>
<td>M&amp;O</td>
<td>175041B</td>
<td>7,300</td>
<td>Already replaced</td>
</tr>
<tr>
<td>339</td>
<td>2003</td>
<td>New Holland</td>
<td>TS110 Tractor (w/ 539)</td>
<td>M&amp;O</td>
<td>201851B</td>
<td>8,787</td>
<td>Already replaced</td>
</tr>
<tr>
<td>340</td>
<td>2003</td>
<td>New Holland</td>
<td>TS110 Tractor (w/ 540)</td>
<td>M&amp;O</td>
<td>202303B</td>
<td>6,879</td>
<td>Already replaced</td>
</tr>
<tr>
<td>354</td>
<td>2004</td>
<td>Schwarze</td>
<td>Broom A7000/Sweeper</td>
<td>M&amp;O</td>
<td>49HAADB64DN17334</td>
<td>64,900</td>
<td>Already replaced</td>
</tr>
<tr>
<td>359</td>
<td>1993</td>
<td>Gradall</td>
<td>G3WD 4X2</td>
<td>M&amp;O</td>
<td>0139317</td>
<td>4,778</td>
<td>Already replaced</td>
</tr>
<tr>
<td>414</td>
<td>1976</td>
<td>Zieman</td>
<td>Tilt Top Trailer</td>
<td>M&amp;O</td>
<td>ZN29020</td>
<td>22,946</td>
<td>Already replaced</td>
</tr>
<tr>
<td>434</td>
<td>2001</td>
<td>Bandit</td>
<td>HD1890 Chipper</td>
<td>M&amp;O</td>
<td>1404</td>
<td>8,793</td>
<td>Already replaced</td>
</tr>
<tr>
<td>501</td>
<td>1995</td>
<td>Bomford</td>
<td>1300TF Mower (on #333)</td>
<td>M&amp;O</td>
<td>3459</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>518</td>
<td>1990</td>
<td>Tiger</td>
<td>Rotary Mid-Mount Mower (on #332)</td>
<td>M&amp;O</td>
<td>TF-1151</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>525</td>
<td>2000</td>
<td>Bomford</td>
<td>Rotary Mower</td>
<td>M&amp;O</td>
<td>1394L</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
<tr>
<td>539</td>
<td>2003</td>
<td>US Mower</td>
<td>Rotary Mid-Mount Mower (on #339)</td>
<td>M&amp;O</td>
<td>0100417</td>
<td>N/A</td>
<td>Already replaced</td>
</tr>
</tbody>
</table>
## DESCRIPTION

- Miscellaneous broken and unusable tools, parts, and supplies
- Used & unsalvageable bridge decks
- Miscellaneous inventory items (culvert, timbers, etc.)
- Miscellaneous mower items

## GENERAL FUND – SURPLUS EQUIPMENT

<table>
<thead>
<tr>
<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL / DESCRIPTION</th>
<th>DEPT</th>
<th>PROPERTY TAG #</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0822</td>
<td>2010</td>
<td>Honda</td>
<td>Push Mower</td>
<td>Parks</td>
<td></td>
<td>Already replaced</td>
</tr>
<tr>
<td>6902</td>
<td>1999</td>
<td>Honda</td>
<td>Push Mower</td>
<td>Parks</td>
<td></td>
<td>Already replaced</td>
</tr>
<tr>
<td>6903</td>
<td>2010</td>
<td>Honda</td>
<td>Push Mower</td>
<td>Parks</td>
<td></td>
<td>Already replaced</td>
</tr>
</tbody>
</table>

## DESCRIPTION

- Miscellaneous worn or broken office equipment & furniture
- Miscellaneous worn or broken computer components