**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**

<table>
<thead>
<tr>
<th>Orig. Dept.:</th>
<th>County Council</th>
<th>Date:</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
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<td>Special COTW</td>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>Budget:</td>
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<td>Executive:</td>
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**SUBJECT:**
Discussion of potential recreational use for land proposed for reconveyance

**ATTACHMENTS**

**SUMMARY STATEMENT:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Should the Clerk schedule a hearing? (Y/N)</th>
<th>Requested Date</th>
</tr>
</thead>
</table>

First of three proposed meetings to discuss various aspects of the proposed reconveyance.

**RECOMMENDED MOTION** (for final action):

**COUNCIL ACTION TAKEN**

**Related File Numbers:**

**Ordinance or Resolution Number (this item only):**

Jack Louws, County Executive, referenced his memo and stated the administration suggests the Council and administration have three meetings to discuss: 1. the Parks and Recreation Plan, 2. a forest management plan and Councilmember Crawford’s suggestion on a property swap, and 3. a budget. During those meetings, review the work done over the years by the Parks Department, Park and Recreation Commission, and community. He hopes to achieve a Council consensus to move forward a vote. It doesn’t matter whether those meetings occur in a specific committee or Committee of the Whole (COTW).

Crawford asked the timeframe of the three meetings. Louws stated it would be late November or December, after they get through the budget.

Crawford stated have the first of the three meetings in December, then the others in January, to be done at the end of January.

Brenner stated discuss it in COTW. This issue is controversial, and all councilmembers should be part of the discussion.

Crawford stated meeting in COTW is fine with him.

Kershner stated the Council concurs on scheduling the meetings in COTW.

Weimer asked if the first meeting to talk about the Parks Plan would actually amend the plan, or just produce input from the Council about what the Council wants for this property, which could change with a different Council. Louws stated bring forward the plan that was vetted three years ago. If the Council agrees with the plan, there would be no amendments. He wants to revisit the parameters in which the plan was written. Ask to what degree recreation would exist on that property, and where it would exist. Give the administration an idea of the Council’s direction. He understands this Council can’t put anything in place to prohibit decisions of future Councils, but they need a way to start planning.

Brenner stated this meeting is about clarifying the motion the Council approved at the last meeting. This discussion wasn’t advertised.

Mann asked if the Council would review the plan for that potential park or all county parks. Louws stated review the plan for the potential reconveyance property.

**Knutzen moved** to discuss it in COTW for three meetings, as Executive Louws proposes.

Karen Brown asked where a land swap comes into the picture, and if the public can speak during the three meetings.

Louws stated they would discuss Councilmember Crawford’s proposal for land swap at the second meeting. He would like to have a discussion with the Council, based on community testimony. It’s up to the Council whether the public would participate in the three meetings.
Brenner stated don’t say there will be three meetings only, but approve a minimum of three meetings. At some point, she would like to hear the County Executive’s recommendation.

Knutzen asked if a forest management discussion will include geologic and stability concerns.

Louws stated it’s up to the Council.

Clayton Petree stated the original motion included analyses of the no-action alternative and State Department of Natural Resources (DNR) recreation plan alternative. He asked when a catastrophic risk assessment for the park or other use related to landslides would be done. Something like that can take a long time.

Kershner stated the first meeting about the park plan should include a conversation about requesting a DNR recreational easement. The second meeting about timber management could include information about other natural resource issues such as landslides.

Ellen Baker stated the Council never initiated the request for the park to begin with. The former Executive and Parks Department initiated the request. It doesn’t make sense for the Council to define a need for the park. It is the Executive’s responsibility and the Parks Department’s responsibility to say the need exists. A need for the park or its future has never been quantified. She doesn’t know why the Council would do the Executive’s job or Parks Department job. She’s concerned the process has been backwards. This was an Executive-driven project from the beginning.

Kershner stated they are creating a mechanism to consider public dialog received on September 11. This is one of several good approaches to talk about this at the Council level.

Baker stated another approach is to go through the strict planning process.

Kershner stated the Council will talk about that process during its discussion.

Shane Roth stated this should not die in committee. The Council should fix a point when there will be an official vote at a Council meeting. If there is an unlimited number of meetings, it suggests the clock is being run out. They’ve had five years to get this information.

The motion carried by the following vote:

**Ayes**: Brenner, Crawford, Kershner, Knutzen, Mann, Weimer and Kremen (7)

**Nays**: None (0)
WHOM COUNT Y COUNCIL
Regular County Council

September 25, 2012

OTHER BUSINESS (10:12:17 PM)

CRAWFORD: Yes Madam Chair, I have two items. One is a motion that the Council adopt the Executive's recommendations from his memo of September 17 regarding the Lake Whatcom reconveyance, and, in doing so, I haven't discussed this with Councilmember Weimer who is the Chair of Natural Resources, but I would suggest that we anticipate the use of the Natural Resources Committee for the several meetings that he's suggesting we work with staff to develop, or at least forward the work on some forestry management issues on the park plan and so forth. I want to note in making this motion that that the Executive stated he anticipates we can accomplish these items within the next four to six months. I think it's a manageable and workable plan he's suggesting. Again, my motion is simply to adopt what the Executive has presented to us as a way to move forward. I want to say, that's in contrast to two weeks ago when I moved that we delay four weeks a decision on the reconveyance. This would postpone that until we had time to review all of this.

KERSHNER: Okay, Councilmember Brenner.

BRENNER: I would just like to add I'd like to see it go through Planning and Development, too, not just Natural Resources. So, there.

KERSHNER: What do you mean go through Planning and Development? The committee or the department.

BRENNER: The committee. Oh, no, the Whatcom County Council Planning and Development.

CRAWFORD: I would suggest that we don't need to pick the committees yet. I brought up the issue of Natural Resources simply to say that might be a home for most of the issues, however, if the staff in their efforts to communicate with the Council all the issues, feels that there's a Planning issue, particularly, then certainly that might be an appropriate time to deal with it. They will wait and see, in working with the administration, what specific issues come up, and how we can adjust our committee schedules to accommodate that.

KERSHNER: Okay. Is there any further discussion on that motion.

KREME: Madam Chair.

KERSHNER: Councilmember Kremen.
KREMEN: Thank you. I support the intent of the memo from the Executive. I think it certainly doesn’t hurt to have, you know, more scrutiny, and, you know, a more flushing out of the plan itself. I’m a little uncertain as to whether or not we need four to six months to do this, but...so I support the intent of the Executive’s request, but I don’t think we need to set a time specific, as long as the questions that, you know, the issues that raised within the memo are addressed adequately, I think then we will have fulfilled the intent of the request from the Executive.

CRAWFORD: In response to that, I did not intend the, by stating the timeframe that the Executive had, I didn’t mean that to be time specific. I simply wanted to contrast that with my very time-specific proposal of two weeks ago, which was to take it up in four weeks, that this would preclude that, and I think the tone that the Executive has said in this letter is their willing to expedite. He says, “I’m willing to devote staff resources and my time to assist with this.” I’m sure that’ll be sooner rather than later.

MANN: So, well, I’ve been in general support of the reconveyance ever since I first learned about it, but I think this is a good idea because we’ve heard such an outpouring of questions, and some misinformation on both sides. And, you know, generally when people come to us at the last minute and complain about the process, it’s generally, actually almost always a stalling technique, and one that I don’t put a lot of merit in. But I know, and have faith, that a lot of the folks who have expressed concerns are doing it because they really did just learn about it, and that’s the County’s fault. It’s our job to do good outreach. And, if four months or six months is what it takes to get some answers that satisfy or give people enough time to shine the light on it, then we should do it. To me, most of the questions that are asked in that memo have been answered already at some point or another. And, I think that information’s out there and we’ll get it compiled and we can have an agreed-upon set of facts from which to make our decision and I think that will do, that will go a long way towards clearing up some of the suspicions and other issues that have come up with this, so I will support that motion, Mr. Crawford.

KERSHNER: Councilmember Brenner?

BRENNER: Well, I think most of the concerns raised are very legitimate and I don’t have the answer to most of them, so I’m glad you were involved with some whatever it was that go those answers.

MANN: It was a shady backroom group.

BRENNER: That’s what I’m thinking.

CRAWFORD: (Inaudible.)

BRENNER: Yeah, I was going to say that but you interrupted me before I could get to that part.
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.

(Laughter.)

BRENNER: So I think it might take longer than four to six months. So there.

KERSHNER: Okay. I would like to add that, in addition to what the Executive outlined in his letter, that we also look at other alternatives, which could be working DNR on a recreation plan or doing nothing and leaving it as is. I would hope we would explore all of those things. Any further discussion? Alright, seeing none, all those...

MANN: Can I make a comment on that?

KERSHNER: Oh, Councilmember Mann.

MANN: Sorry. I couldn’t resist. DNR issue. We’ve tried to work with DNR and recreation plans and on their land, and we saw what happened at the North Fork, and Bill will back me up on this, I’m sure. But, they are so overstuffed, they couldn’t even, they didn’t even have anyone they could send...

SEVERAL COUNCILMEMBERS AT ONCE: Understaffed.

MANN: Sorry, sorry, overworked, understaffed. They didn’t have anyone that they could send to talk with us because they had no project or billing code to attach it to so they sent actually, like, the director. And, I just...

KERSHNER: They might be more interested in this property.

MANN: They might be, but I don’t have a lot of faith in the ability of DNR to come up with any kind of a recreation plan and cooperate it with Whatcom County.

KERSHNER: I’m just saying it’s an option, and I’d like to look it, rather than judging it outright right now.

MANN: Don’t spend a lot of taxpayer dollars on that part. (Laughter.)

KERSHNER: Okay.

BRENNER: Spend it on buying the land.

KERSHNER: Councilmember Knutzen.

KNUTZEN: Well, I, we left that meeting with different impressions because my impression was that if the County were to add resources, we would have used the $300,000 that we’ve already invested in this reconveyance. We would have a first class recreation facility up there already in place. The DNR, if we pour, if we gave them the resources to do something, if we threw money at something, they were more than willing to explore options. It’s just that they were, you know, I think the most disappointing thing for
you was that it was going to take a year or two to do such, you know, up there at the North Fork. But if we, we talked about putting ED’s money toward something. We talked about different options in the park with DNR, Parks, yourself and myself, and the mountain bike community. And if there was money, if we threw money at the DNR to do a project, some sort of a recreation plan, they were more than willing to do this. I guarantee you we'd get more bang for our buck than 1.2 or 1.6 million dollars that we're talking about throwing it at, at this right now, so we left that meeting with totally different opinions. 'Cause I left there knowing that if we were to give the DNR the resources to do something, they were more than willing to work with us.

KERSHNER: Councilmember Brenner.

BRENNER: And unlike the North Fork, I'm pretty sure in our Lake Whatcom landscape plan there is language in there about doing, if we want to, a recreation easement with the DNR. And that North Fork, I mean it came at all of us kind of fast. And I, I would like us to, I think that's a great idea, Councilmember Mann. I think we should re-look at that and see if we can create a recreation easement at the North Fork.

KERSHNER: I think the point of what I'm bringing up is, I think it will help us clarify why and what we're doing this for, and I think that we should take a look at all avenues. Councilmember Mann.

MANN: That, I actually, I do agree with what Bill said. That’s true, I mean, if we did throw money at DNR, the would have the resources to hire outside consultants and, and do a rec plan, so, you’re right. I just, my point was they don't have a lot of resources as it is, but yes. If we, if we fund their department, we could get a plan, I’m sure.

KERSHNER: Okay, any further discussion? Alright, all those in favor say “aye.”

Opposed?

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Knutzen, Mann and Kershner (6)
Nays: Weimer (1)
MEMO TO: WHATCOM COUNTY COUNCIL MEMBERS
FROM: JACK LOUWS, COUNTY EXECUTIVE
DATE: SEPTEMBER 17, 2012
SUBJECT: LAKE WHATCOM RECONVEYANCE

On September 11 we had the opportunity to listen to the community concerning the reconveyance. It was an exceptionally well run public hearing, thanks to Ms. Kershner’s leadership. I’ve had some time to ponder the content of the public hearing, and have a plan that I would like the council to consider prior to taking the final vote.

Prior to outlining the plan, I’d like to relate my observations.

The public is unclear about what this park is going to be. The recreational users and the environmental community tend to believe that their interests will be satisfied. Some in the forestry community believes their interests will be forgotten, while others believe we cannot afford it. A rough park plan has been considered that was developed by the parks department, but the council has not weighed in on what it collectively believes is the best plan to manage the park. Will there be hiking, camping, horses, and motorbikes allowed? Is there going to be a forest management plan, or is the forest going to be left untouched? If there is a forestry plan, are we committed to making it a commercially-viable plan that will not burden county resources?

This decision is not time sensitive. The property is blocked up, and we can request the transfer next month or next year.

Of course there are many more observations and permutations that I could describe related to this, but I believe the core issue is that we do not have an adequate plan developed that the council has weighed in on and approved. A business would typically identify an opportunity, brainstorm the potential, develop a rough plan, create an operating and capital budget based on the plan, and then decide whether it is a viable opportunity to take action on.

I suggest the following:

Council reviews the parks plan and modifies it, if needed, to reflect the council’s commitment to the recreational opportunities within the park, and to adopt an environmental policy as a guidance document for the future operations of the park.
Council develops a forestry management plan for the proposed park.

Council contracts for a catastrophic risk assessment for the park related to slides and floods involving roads and the lake (geologist).

Parks Department and Administrative Services formulate, for council review, a maintenance and operating budget and a capital budget for the park based on the recreational and forestry plans, and risk assessment as developed.

The documents I am proposing do not have to be the final working plans for the park, but I believe the development of these documents would go a long way toward, at a minimum, giving the public a clear sense of what the council will ultimately be in favor of developing in the future. It will also give you a clear picture of the true costs of running this facility based on your vision. The modifications to the land transfer as suggested by Council Member Crawford could and should be addressed as a component of these discussions, as they may have a beneficial impact on the forestry interests.

I'm willing to devote staff resources and my time to assist with this, if you decide to pursue my suggestions. I anticipate that you could accomplish this in the next 4 - 6 months, having some council work sessions to bring clarity to the various components.

From my perspective, having your vision for the park identified in the originating documents, if you choose to pursue the reconveyance based on these documents, would give us a solid foundation to build from.

I respectfully ask that you consider my suggestions prior to taking action on the reconveyance.

JL/al
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

Initial Date Date Received in Council Office Agenda Date Assigned to:
Originator: PJ 10/29/12 1/15/13 Finance/Council
Division Head: 12/20/12
Dept. Head: 12/21/12
Prosecutor: rJw 12/19/12
Purchasing/Budget:
Executive:

TITLE OF DOCUMENT: Contract with Whatcom Counseling & Psychiatric Clinic for the Jail Behavioral Health Program

ATTACHMENTS:
1. Contract Info Sheet
2. Memo to Executive
3. 2 Originals of Contract Agreement

SEPA review required? ( ) Yes ( X ) NO Should Clerk schedule a hearing? ( ) Yes ( X ) NO
SEPA review completed? ( ) 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 fund Jail Behavioral Health Services to include substance abuse screening and referral to treatment, crisis management and stabilization of acute mentally ill offenders in the Whatcom County Jail, appropriate screening, assessment, and treatment for adult offenders with mental illness, and coordination of care with community providers upon release.

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: Regina A. Delahunt, Director
RE: Whatcom Counseling & Psychiatric Clinic
     Jail Behavioral Health Program
DATE: December 20, 2012

Enclosed are two (2) originals of a new contract between Whatcom County and Whatcom Counseling and Psychiatric Clinic for your review and signature.

- **Background and Purpose**
The purpose of this contract is to provide behavioral health services, to include crisis management and stabilization services to offenders with mental health and substance use disorders in the Whatcom County Jail. The services provided under this contract help to ensure the County has met standards to maintain National Commission on Correctional Health Care accreditation. The services help to maintain a safe jail environment by providing crisis stabilization services to inmates whose behavioral health disorder causes a safety hazard to themselves or others. Services include appropriate screening, assessment, and treatment for adult offenders, and coordination of care with community providers upon release.

- **Funding Amount and Source**
The source of funding for this contract, in an amount not to exceed $374,321, is mental health/chemical dependency sales tax revenue and funds from the County’s contract with the North Sound Mental Health Administration. Funding for this contract is included in the 2013 and 2014 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
This is a new contract.

Please contact Jackie Mitchell at extension 32017, if you have any questions or concerns regarding the terms of this agreement,

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
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<tr>
<th>Originating Department:</th>
<th>Health</th>
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<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jackie Mitchell</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom Counseling and Psychiatric Clinic</td>
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</tbody>
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**Is this a New Contract?**  
Yes [X]  No [ ]  If not, is this an Amendment or Renewal to an Existing Contract?  
Yes [ ]  No [X]  If yes, previous number(s): 

**Is this a grant agreement?**  
Yes [X]  No [ ]  If yes, grantor agency contract number(s):

**CFDA number:**

**Is this contract grant funded?**  
Yes [X]  No [ ]  If yes, associated Whatcom County grant contract number(s):

**Is this contract the result of a RFP or Bid process?**  
Yes [X]  No [ ]  If yes, RFP and Bid number(s) 12-69  Cost Center: 671200 / 124100

**Is this contract excluded from E-Verify?**  
No [X]  Yes [ ]

If no, include Attachment D Contractor Declaration Form:  
- Contract less than $100,000.
- Work is for less than 120 days.
- Interlocal Agreement (between Govt.)
- Professional services agreement for certified/licensed professional
- Contract for Commercial off the shelf items (COTS)
- Public Works Dept. - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of orig contract amount and any prior amendments)  
$374,321

**This Amendment Amount:**

**Total Amended Amount:**  
$374,321

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*

The purpose of this contract is to provide behavioral health services to offenders with mental health and substance use disorders in the Whatcom County Jail. Services include appropriate screening, assessment, and treatment for adult offenders, and coordination of care with community providers upon release.

**Term of Contract:** 01/15/13 — 01/14/2014  
**Expiration Date:** 01/14/2014 (Final extension 01/14/17 per Section 10.2)

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

**[Indicate date transmitted]**

- 10/29/12 [electronic]
- 12/19/12 [electronic]
- [electronic]
- [electronic]
- 12/21/12
- [summary via electronic; hardcopies]
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<td>Jackie Mitchell</td>
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<tr>
<td>Contractor's Name:</td>
<td>Whatcom Counseling and Psychiatric Clinic</td>
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**First Review:**
- [ ] Approved As Is; Prepare Hardcopy for Signoff
- [ ] Needs Revision; Attorney Comments for suggested changes:

**Second Review:**
- [ ] Implemented Attorney Corrections as Indicated
- [ ] Approved; Prepare Hardcopy for Signoff
- [ ] Additional Corrections Needed; Attorney Comments for suggested changes:

Please indicate any Special Dates or clauses that require calendaring:

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.
CONTRACT FOR SERVICES AGREEMENT
Jail Behavioral Health Program

Whatcom Counseling and Psychiatric Clinic, 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 17,
Exhibit B (Compensation), pp. 18 to 19,
Exhibit C (Certificate of Insurance) p. 20,
Exhibit D (Flex Fund Guidelines) p. 21.

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 15th day of January, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 14th of January, 2014.

The general purpose or objective of this Agreement is to provide behavioral health and community re-entry services in the Whatcom County Jail, 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 $ 374,321. 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 20th day of December 2013.

CONTRACTOR:

Whatcom Counseling and Psychiatric Clinic

Jan Bodily, Executive Director

STATE OF WASHINGTON

) ss.

COUNTY OF Whatcom

On this 20th day of December 2013 before me personally appeared Jan Bodily, to me known to be the Executive Director of Whatcom Counseling and Psychiatric Clinic and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Victoria L. McClure
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon 12/20/12
Anne Deacon, HS Program Manager Date

Regina Delahunt 12/21/12
Regina Delahunt Date

Approved as to form:

Randall J. Watts 12/21/12
Randall J. Watts Date

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

Whatcom Counseling and Psychiatric Clinic
Jan Bodily, Executive Director
3645 E. McLeod Rd.
Bellingham, WA 98226

Phone: 360-676-2220
Fax: 360-676-7750
Email: jan.bodily@whatcomcounseling.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 39.20.040, 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
- General Liability & Property Damage for bodily injury- $1,000,000.00
- Professional Liability per occurrence - $1,000,000

In the event Contractor cancels or does not renew or extend existing claims made insurance coverage Contractor will obtain tail coverage to cover any claims filed for a period of 3 years subsequent to the termination of the original policy.

A certificate of such insurance is attached hereto as Exhibit "C".

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 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 of 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:

Jackie Mitchell, Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
(360) 676-6724 Ext. 32017
jmitchel@co.whatcom.wa.us

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

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable
38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epis.armgov.

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.
EXHIBIT "A"
SCOPE OF WORK

I. Background and History

Whatcom County operates two jail facilities: the main jail and the minimum security "Work Center". These facilities house male and female inmates in either a pre-trial sentencing or post conviction status. The inmate population includes offenders with both misdemeanors and felony charges.

National data indicates that almost 17% of people incarcerated in local jails have a serious mental illness. This figure is five times higher than the general population. More than two thirds or over 66% of jail inmates have a substance use disorder. This figure is seven times than the general population.

The number of bookings in the main jail is over 7,000 per year which results in constant rapid turnover and movement of inmates throughout the jail. Over 3,000 referrals are made each year for behavioral health services. Over 900 local adults receive direct services for serious symptoms of mental illness and screening for substance use disorders each year while incarcerated in the jail.

The Jail Behavioral Health Program, established through this contract will ensure that inmates with serious mental illness and other behavioral health disorders have access to basic care.

Specific sources provide guidance for standards of care for inmates in the jail and upon release:
1. A United States Supreme Court decision ensures inmates' rights to basic medical care (Estelle vs. Gamble, 1976) while incarcerated.
2. The National Commission on Correctional Health Care (NCCHC) ensures standards for behavioral health services.
3. A Washington State legislative mandate, (RCW 71.24.455) ensures standards for transition of people with mental health disorders from correctional facilities to community care.

II. Definitions

Behavioral Health Services - Behavioral health services include prevention and treatment of mental health disorders and substance abuse disorders.

Clinically Necessary Services—Services recommended by a qualified behavioral health professional, in response to an individualized client assessment or screening, which will likely prevent decline in mental health status.

Coordinated Team—A joint process of taking action whereby professionals adjust in response to one another to accomplish shared tasks or goals. Coordination involves clear communication pathways in which information is constantly exchanged about the acuity, needs, treatment, and progress of clients.

Community Coordination—Coordination of services with the community is the basis for providing stable care. Community coordination links behavioral health services and support systems, and provides for needed and timely transitions between levels of care, services, and service providers.

Dually licensed—Doctorate or Masters Level Washington State licensed Mental Health or Social Work professionals who also have a Chemical Dependency Professional (CDP) certificate.
Engagement - Engagement is defined as clinical services which are intended to initiate a professional relationship with the client and using clinical skills to promote continued participation in treatment. Engagement consists of understanding the client’s expressed needs and stage of readiness for change, and then using this information to motivate the client to change unhealthy behaviors.

Serious Mental Illness—A diagnosable mental disorder that meets criteria in the Diagnostics and Statistics Manual of Mental Disorders (DSM, latest edition) and which seriously disrupts a person’s thinking feeling, mood, ability to relate to others and daily functioning. This definition includes, but is not limited to schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depression, major anxiety disorders, and personality disorders.

Recovery – Return to health from sickness or as returning to a better state or condition than before entry to the program.

III. Program Goals and Evaluation

The overarching goals of the Jail Behavioral Health Program are:

1. To provide crisis stabilization services to inmates whose behavioral health disorder causes a safety hazard to themselves or others.
2. To provide clinically necessary services to inmates with symptoms of behavioral health disorders.
3. To reduce the frequency of return trips to the jail by persons with behavioral health disorders.
4. To engage inmates who are releasing to the community with clinically necessary behavioral health services in order to promote stability and recovery.

The Contractor will develop a program evaluation plan in conjunction with the County by July 31, 2013. The plan will establish indicators to assess the quantity and quality of the services provided and the quantity and quality of the outcomes the program is achieving.

IV. Client Eligibility

All individuals who are eligible for this program must be adults incarcerated in the Whatcom County Jail. Residents of Whatcom County who are released from another county jail and return to Whatcom County must also be served.

In addition, offenders must meet one of the following, and will be considered for services in this priority:

1. Current symptoms of mental illness, or other behavioral health disorder requiring stabilization
2. A history of or current symptoms that may indicate a serious mental illness
3. Other non-urgent behavioral health disorders

V. Jail Behavioral Health Program (JBHP) Services

The Contractor will ensure a coordinated team of skilled professionals to provide the Jail Behavioral Health Program services on site at the Whatcom County Jail or at the Work Center. All clinical team members shall be qualified to provide in-jail crisis services, treatment, and jail re-entry services to inmates across a broad spectrum of behavioral health disorders.
JBHP services will be provided by dually licensed professionals. All licensing and certificates must comply with WAC and RCW requirements. This requirement may be waived under special circumstances as approved by the Health Department. JBHP professionals must exercise independent clinical judgment and decision making ability. JBHP professionals will have extensive training and experience in mental health and chemical dependency disorders and in working with criminal thinking and behavior.

The contractor will provide a minimum service level of 132 hours per week as follows:

- 42 hours including at least 1 hour each weekend day for crisis response and stabilization services;
- 40 hours on-site coordination and prioritization – A lead professional will work with jail staff to determine inmate acuity, needs, and the priority for services;
- 40 hours community re-entry services;
- 10 hours for additional services in any area, including brief counseling services depending on acuity and need.

The Contractor shall provide a minimum of 60% face to face hours to inmates in all areas of the program.

Contractor may provide on-site clerical support staff to support clinical services delivered.

VI. Statement of Work

A. General Contractor Responsibilities

The contractor will:

1. Ensure implementation of National Commission on Correctional Health Care (NCCHC) standards for behavioral health care are met in partnership with the jail, such as:
   - Basic mental health services in accordance with NCCHC standards (Standards for Health Services in Jail, 2008, section J-G-04).
   - Response to non-urgent behavioral health referrals, especially for people with serious mental illness, within 24 hours. (NCCHC, J-E-07)
2. Participate in quarterly Jail Medical meetings.
3. Participate in Whatcom County Re-Entry Housing meetings and other meetings designed to provide oversight or improve systems when conducted as requested by the County.
4. Coordinate with jail administration to ensure efficient triage of inmates for psychiatric care.
5. Ensure professionals providing jail services attend a jail safety training and orientation as arranged by jail corrections staff within 30 days of their first day of service.

B. In-Jail Behavioral Health Services

Screening and Triage

The contractor will:

1. Solicit regular updates from jail officials regarding the status of new and existing inmates with serious mental illness. Accept referrals for services from various corrections, professional, and family sources.
2. Assist jail staff to identify and monitor high-risk inmates and facilitate their timely transfer to appropriate inpatient mental health facilities.
3. Screen inmates for high risk behaviors, safety needs, and vulnerability.
4. Triage inmates with behavioral health symptoms and prioritize their needs for follow up and treatment services according to safety and risk.
5. Review all written correspondence from inmates and corrections staff ("kites") and ensure response/disposition within 24 hours.

Assessment and Treatment
The contractor will:
1. Provide direct crisis management, assessment, treatment planning and treatment services, referral to psychiatric services, and coordination of care with relevant professionals.
2. Screen for substance use disorders and when indicated, coordinate the referral of clients to community substance abuse services or inpatient treatment as needed.
3. Arrange for civil commitment evaluation by a County-designated Mental Health Professional (or Designated Crisis Responder) for any mentally ill offender if needed.
4. Coordinate transfers to the Western State Mentally-Ill Offender unit for competency evaluations and restoration of competency for individuals in need of these services.
5. Arrange and coordinate transfers to and from other hospitals for high risk individuals.
6. Coordinate care with the client's current health care providers.

Inmate Central Medical Records
The Contractor will maintain documentation of behavioral health services provided to each offender in the inmate's Central Medical Record to include case notes in Data, Assessment, Plan (DAP) format, assessments, screenings, referrals and releases of information.

C. Jail Reentry Services

Jail Reentry services are required by a Washington State legislative mandate, RCW 71.24.455. The goal of the mandate is to provide transition services for people with serious mental illness when released from a county or city jail. These services are intended to facilitate rapid access and engagement to behavioral health services upon clients' release from confinement.

Needs Assessment
Re-entry services will include a behavioral health needs assessment for individuals identified as needing transition services. People with serious mental illness must be prioritized as those who will be served first. The needs assessment shall be written in language and terminology that can be readily understood by clients. The needs assessment will inform the development of an Individualized Service Plan (ISP).

The needs assessment shall, at a minimum, contain the following elements:
- Client's identification of problem, in his/her words
- Identification of risk issues, to self or others
- Full five multi-axial diagnosis as indicated in the current "Diagnostic and Statistical Manual"
- Assessment of current mental health status
- Identification of client's strengths and resources
- Identification of age, culture, gender, disability issues, or other unique characteristics
- Identification of current or past behavioral health services received by the client
• Current medications
• Determination of current mental health, medical, and/or chemical dependency needs
• Completion of the GAIN-SS Screening Tool

Individualized Service Plan
Individualized and tailored care is a planning process that may be used to develop a client-driven, strength-based, individualized service plan. Re-entry services must include an individualized service plan in accordance with WAC 388-865-0425 that meets the client’s unique needs.

In addition to state law, the Individualized Service Plan (ISP) must:
• Assure submission of an expedited application for public benefits, prior to release with the goal of immediate access to benefits upon the client’s release from incarceration, if needed.
• Be developed collaboratively with the client and other people identified by the client and must occur at least thirty (30) days prior to discharge from the jail.
• Reflect mental health services provided while in jail.
• Be as clinically needed or every 90 days instead of every 180 days.
• Identify referral services and assist in obtaining supportive services appropriate to treatment, such as substance abuse treatment.
• Demonstrate that the provider has worked with the client and others at the client’s request to determine his/her needs in the following life domains:
  i. Housing
  ii. Food
  iii. Income
  iv. Health and dental care
  v. Transportation
  vi. Work, school, or other daily activities
  vii. Social life

Rapid Transition to Community Services
The Contractor shall provide jail transition engagement services to inmates upon their release from jail.
• Expedite applications for new or re-instated Medicaid benefits for those inmates who qualify.
• Coordinate the referral of clients to community substance abuse services or inpatient treatment as needed.
• Staff shall continue to meet the transition needs of the client until the client receives his/her first outpatient appointment and/or the client has declined further services, whichever occurs first.
• The duration of jail transition engagement services shall be up to 90 days, or at a mutually agreed-upon end date for the purpose of transition services. The re-entry clinical charts of individuals receiving these services will remain open and active for 90-days post-release.
• If the program participant is re-incarcerated, the 90-day post-release period will be temporarily suspended and will be re-instated upon subsequent release.
• Extensions of the 90-day period may be allowed with approval from the County.
Re-Entry Clinical File
The contractor will maintain a separate re-entry clinical file for each inmate receiving re-entry services. The re-entry clinical file must clearly denote when re-entry services began and when they ended. Re-entry client charts shall include, at a minimum:

- Needs assessment
- Individualized Service Plan
- Individualized case notes in DAP format
- Releases of Information with external persons or agencies
- Release/Discharge plans

VII. Data and Reporting

Cross Reference of Daily Jail Booking and NSMHA Portal:
The Contractor will cross-reference the Daily Jail Booking Report with North Sound Mental Health Administration (NSMHA) database. To be reportable in the NSMHA database, each encounter with a client must be described as an item that is found in the NSMHA data dictionary. The client file shall match services and data recorded in the NSMHA Computer Information System (CIS).

Monthly Report:
The Contractor will submit a monthly electronic report to the County by the 10th of the month following the month in which the services were provided. The report shall include the following for each of in-jail services and re-entry services:

- Number of actual hours served for each service area
  - On site coordination and prioritization services
  - In-jail crisis response and stabilization services
  - Community re-entry services
  - Brief counseling services
- Number of face to face hours provided.
- Number of non-emergent behavioral health referrals.
- Number of responses to emergent referrals provided within 24 hours.
- Number of people screened as having:
  - Mental health symptoms,
  - Substance addiction symptoms,
  - Both mental health and substance abuse
- Number of “matched” cross-reference jail bookings with the NSMHA database.
- Number of expedited applications for new or re-instated Medicaid benefits (i.e. 1290 applications) completed.
- Number of people referred for psychotropic medications.
VIII. Quarterly Report

The contractor will be responsible for submitting quarterly reports in a format to be determined by the County on the following schedule.

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January – March</td>
<td>April 15</td>
</tr>
<tr>
<td>April – June</td>
<td>July 15</td>
</tr>
<tr>
<td>July – September</td>
<td>October 15</td>
</tr>
<tr>
<td>October – December</td>
<td>January 15</td>
</tr>
</tbody>
</table>

IX. Memorandums of Agreement (MOU)

The Contractor will develop MOUs with the Community Services Office (CSO) and with the Whatcom County Jail. MOU’s shall be reviewed and updated each January to ensure agreement on current roles and responsibilities of each party and to ensure the satisfaction of both the agencies. The MOU shall describe a referral system and procedures of both agencies working with people with serious mental illness and other behavioral health disorders.

Specific MOU requirements:
CSO
- The process and procedures for expedited application or reinstatement of medical assistance for individuals exiting a correctional facility.

Jail
- Specify how the required level of services described above will be distributed between the main jail and the minimum security work center.
- Include written process and procedures for referral and services to people placed in out-of-jurisdiction contracted facilities.
- Procedures and expectations for weekend/holiday on-call service availability.
- Designated contacts for resolution of problems.

X. Access to Services

In accordance with WAC 388-865-0415, the Contractor must document and otherwise ensure that eligible consumers have access to age and culturally competent services when and where those services are needed. They must:

a. Identify and reduce barriers to people getting the services where and when they need them;
b. Comply with the Americans with Disabilities Act 42 U.S.C. § 12101 et seq. and the Washington State Antidiscrimination Act, chapter 49.60 RCW;
c. Assure that services are timely, appropriate and sensitive to the age, culture, language, gender and physical condition of the consumer;
d. Encourage alternative service delivery models to make services more available to underserved persons as defined in WAC 388-865-0150;
e. Provide access to telecommunication devices or services and certified interpreters for deaf or hearing impaired consumers and limited English proficient consumers;
f. Bring services to the consumer or locate services at sites where transportation is available to consumers; and

g. Ensure compliance with all state and federal nondiscrimination laws, rules and plans.

XI. Consumer and Family Voice

The Contractor must ensure all clients have voice in developing their transition plans, advance directives, and crisis plans. This shall include, but not be limited to, children and their families (e.g., caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings). The Contractor must be able to demonstrate how this requirement is implemented and monitored.

XII. Confidentiality of Client Information

Jail Services

The Contractor shall protect all information, records, and data collected from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, RCWs 70.02, 71.05, and 71.34, HIPAA, and for service recipients receiving alcohol and drug abuse services, in accordance with 42 CFR Part 2. The Contractor shall have a process in place to ensure that all staff providing services under this Agreement understand and comply with confidentiality requirements for publicly-funded mental health services. In implementing this requirement, Jail policies and procedures will take precedence.

Medicaid Applications

Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and recipients may be disclosed for purposes directly concerning the administration of this Agreement. Purposes include, but are not limited to:

a. Establishing eligibility.

b. Determining the amount of medical assistance.

c. Providing services for recipients.

d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.

e. Assuring compliance with Federal and State laws, regulations, with terms and requirements of this Agreement.

f. Improving quality.

The parties acknowledge that coordination, planning, screening, and referral require the sharing of information among the various treatment providers. Disclosure of information to verify eligibility, determine the amount of assistance, and to provide medically necessary mental health services are all “purposes directly connected with the administration of the Agreement,” and are all appropriate justifications for sharing information.

The Contractor shall ensure that all staff providing services under this Agreement receive annual training on confidentiality policies and procedures. In addition, the Contractor shall ensure that all staff providing services under this Agreement sign an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in the Contractor’s personnel files.
XIII. Treatment of Client Property

Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property unless clinically indicated. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all the individual's personal property. In implementing this requirement, Jail policies and procedures will take precedence.
EXHIBIT "B"
COMPENSATION

I. Budget and Funding

The source of funding for this contract is North Sound Mental Health Administration and local behavioral health funds. Compensation will be as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Budgeted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health Clinical Services</td>
<td>$46.46 price per hour 6864 hours of service (maximum)</td>
<td>$318,918</td>
</tr>
<tr>
<td>Clerical Support Services</td>
<td>$35 price per hour 1040 hours of service (maximum)</td>
<td>$36,403</td>
</tr>
<tr>
<td>Technology</td>
<td>Laptops and/or printers or other technology</td>
<td>$4,000</td>
</tr>
<tr>
<td>Flex Funds</td>
<td>Items identified on Health Dept Flex Funds guidelines or receiving prior approval from Health Dept.</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$374,321</strong></td>
</tr>
</tbody>
</table>

II. Invoicing

1. The Contractor will submit itemized invoices on a monthly basis in a format specified by the County. Monthly invoices must be submitted by the 15th day of the month following the month of service.

2. Invoices must include a report for personnel distinguished between clinical and clerical support services. That report for personnel will document the number of service hours provided by each person for each date in the month of service.

3. Technology and flex fund purchases require submission of receipts for purchases. Request for flex fund reimbursement must meet the requirements of the Whatcom County Flex Fund Guidelines included as Exhibit D.

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

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

5. 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.

6. 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.
7. **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.
**CERTIFICATE OF LIABILITY INSURANCE**

**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**
The Unity Group - Bellingham
110 Unity Street, P.O. Box X
Bellingham, WA 98227
Barry E. Hanson

**INSURED**
Whatcom Counseling & Psychiatric Clinic
3645 E McLeod Rd
Bellingham, WA 98226-8700

**INSURER(S) AFFORDING COVERAGE**
INSURER A: Philadelphia Ins Companies
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

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<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>APPL/SUBSCR INSR. WDV</th>
<th>POLICY NUMBER</th>
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<tr>
<td>A X</td>
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<td>07/01/13</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $100,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPOP AGG $2,000,000</td>
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<td>A X</td>
<td>ANY AUTO</td>
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<td>RETENTION $10,000</td>
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<td>A X</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N</td>
<td>N/A</td>
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<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
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<tr>
<td>A X</td>
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<td>PHPK886923</td>
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<td>07/01/13</td>
<td>INCIDENT 1,000,000</td>
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<tr>
<td></td>
<td>Aggregate</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER**
Whatcom County Health Department Administration
509 Girard St
Bellingham, WA 98227

**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

© 1988-2009 ACORD CORPORATION. All rights reserved.
EXHIBIT "C"
Insurance Certificate
"Flex funds" are funds that may be used at the discretion of the Contractor to purchase goods or services directly related to the service needs of the Contractor's clients, when no other funding source is available. Such goods or services must be reasonable and necessary to meet a client's emergent service needs or contribute to the stabilization or self-sufficiency of the client.

Allowable Costs

Allowable uses of client-specific expenditures of flex funds include, but are not limited to, the following:

- Clothing
- Food
- Rental deposits or first month's rent
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver's license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

Limitations

Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client's individual service plan or mental health screening, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed $500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

Documentation

Requests for reimbursement of flex funds must include the following:

- A list of the goods and/or services purchased.
- The amount of the goods and/or services purchased.
- The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- The total amount of flex funds distributed to the client during the year.
- The service need addressed by the expenditure.
- Accompanying invoices and/or receipts.
**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>pi</td>
<td>1/17/12</td>
<td></td>
<td>8/15/13</td>
<td>Finance</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>±/±5/13</td>
<td>Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
<td></td>
<td>12/24/12</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Contract between Whatcom County and Catholic Community Services for Juvenile Court Behavioral Health Services

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

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(X) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>(X) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</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.)

The purpose of this contract is to provide Juvenile Court Behavioral Health Services. These services will improve access to mental health, chemical dependency, and other community services for youth under the supervision of Whatcom County Juvenile Court Administration. Services are intended to ensure stabilization of youth and to promote the safe transition of youth from Juvenile Court supervision to community services.

**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).
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jackie Mitchell</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Catholic Community 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):**

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

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

**Is this the result of a RFP or Bid process?**  Yes  No
**If yes, RFP and Bid number(s):** 12-69
**Cost Center:** 124100

**Is this contract excluded from E-Verify?**  Yes  No
**If no, include Attachment D Contractor Declaration Form**
**If yes, indicate qualified exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract for Commercial off the shelf items (COTS)
- Public Works Dept. - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of orig contract amt and any prior amendments)
- $94,930.00

**This Amendment Amount:**

**Total Amended Amount:**
- $94,930.00

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

> The purpose of this contract is to provide Juvenile Court Behavioral Health Services to improve access to mental health, chemical dependency, and other community services for youth under the supervision of Whatcom County Juvenile Court Administration. Services provided under this contract are intended to ensure stabilization of youth and to promote the safe transition of youth from Juvenile Court supervision to community services.

**Term of Contract:** 2/1/13 - 1/31/14  
**Expiration Date:** 1/31/2014 (latest exp. Date is 12/31/16 per Section 10.2)

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

**Date of [indicate date transmitted]**
- 10/17/12 [electronic]
- 11/27/12 [electronic]
- 12/21/12 [electronic]
- [summary via electronic; hardcopies]

**Date:**
- 12/21/12
Originating Department: | HEALTH
---|---
Contact Person: | Jackie Mitchell
Contractor's Name: | Catholic Community Services

**First Review:**
- [ ] Approved As Is; Prepare Hardcopy for Signoff
- [ ] Needs Revision; Attorney Comments for suggested changes:

**Second Review:**
- [ ] Implemented Attorney Corrections as Indicated
- [ ] Approved; Prepare Hardcopy for Signoff
- [ ] Additional Corrections Needed; Attorney Comments for suggested changes:

Please indicate any Special Dates or clauses that require calendaring:

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Catholic Community Services, Juvenile Court Behavioral Health Services
DATE: December 14, 2012

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

- **Background and Purpose**
The purpose of this contract is to provide Juvenile Court Behavioral Health Services. These services will improve access to mental health, chemical dependency, and other community services for youth under the supervision of Whatcom County Juvenile Court Administration. Services provided under this contract are intended to ensure stabilization of youth and to promote the safe transition of youth from Juvenile Court supervision to community services.

- **Funding Amount and Source**
The source of funding for this contract, in an amount not to exceed $94,930.00, is the Chemical Dependency/Mental Health Program Fund. Funding is included in the 2013 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
This is a new contract.

Please contact Jackie Mitchell at extension 32017 if you have any questions or concerns regarding the terms of this agreement.

Encl.
CONTRACT FOR SERVICES AGREEMENT
CATHOLIC COMMUNITY SERVICES, JUVENILE COURT BEHAVIORAL HEALTH SERVICES

Catholic Community Services, 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), p. 14,
Attachment 1 (Whatcom County Flex Fund Guidelines), 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 February 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of January, 2014.

The general purpose or objective of this Agreement is to provide Juvenile Court Behavioral Health Services, 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 $94,930.00. 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 1st day of Dec., 2012.

CONTRACTOR:

Catholic Community Services

[Signature]

STATE OF WASHINGTON [ ] ss.

COUNTY OF [ ]

On this 19th day of December, 2012, before me personally appeared Will Rice to me known to be the Director (title) of CATHOLIC COMMUNITY SERVICES (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

LINDA L. CREST

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

11/10/14
WHATCOM COUNTY:
Recommended for Approval:
Regina D. DeBaptist, Director Date 12/18/12

Program Approval:
Annie Deacon, Human Services Manager Date 12/17/12

Approved as to form:
Rodalh Witts 12/21/12
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON ) ss
COUNTY OF WHATCOM )

On this _____ day of ________, 2012, 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:

Catholic Community Services

Address:
515 Lakeway
Bellingham, WA 98225

Mailing Address:
Same as above.

Contact Name: Will Rice

Contact Phone: 360-676-2187

Contact FAX: 360-676-2162

Contact Email: willr@ccswy.org
GENERAL CONDITIONS

Series 30-39: Provisions Related to Administration of Agreement

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

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than 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 the 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 that 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 on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
The 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. The Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. The 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. The 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
General Liability & Property Damage for bodily injury- $1,000,000.00

Professional Liability per occurrence - $1,000,000

In the event Contractor cancels or does not renew or extend existing claims made insurance coverage Contractor will obtain tail coverage to cover any claims filed for a period of 3 years subsequent to the termination of the original policy.

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 there from, sustained by any person or persons or on account of any damage to property, including loss of its use, which is due to the negligence of the Contractor, including the Contractor’s employees or subcontractors, in the Contractor’s performance of its duties under this Contract. Each of the parties to this Contract agrees that it will be responsible for damages that arise due to its own negligent acts or omissions.
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 ensure 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 services 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, the 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:

Jaculine Mitchell, LMHC, CDP
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
P: 360-676-6724 x 32017
E: jmitchel@whatcomcounty.us

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

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.
44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.
EXHIBIT "A"
SCOPE OF WORK

1. Background

The purpose of this contract is to provide Juvenile Court Behavioral Health Services (JCBH). Services provided under this contract are intended to ensure stabilization of youth with behavioral health disorders and to promote the safe transition of youth from Juvenile Court supervision to community services. These services will improve access to behavioral health and other community services for youth under the supervision of Whatcom County Juvenile Court Administration.

2. Goals of the Juvenile Court Behavioral Health Services
   - Ensure crisis stabilization for juveniles with behavioral health disorders, particularly serious mental illness, as needed.
   - Provide efficient, high quality, well coordinated behavioral health services.
   - Maximize the numbers of individuals with behavioral health disorders who are assessed and treated.
   - Provide robust follow-up services to high risk individuals.
   - Ensure engagement and stabilization in community service programs.

3. Program Eligibility
Juveniles who are incarcerated in Whatcom County Juvenile Detention or who are under the active jurisdiction of Whatcom County Juvenile Court and are residing in or releasing to Whatcom County are eligible for this program.

4. Statement of Work
The Contractor will ensure full time JCBH services for 40 hours per week with the exception of the eleven Whatcom County Holidays. The Contractor will provide JCBH services including but not limited to the following:
   - crisis stabilization
   - assessment
   - in-detention treatment, as necessary
   - transition planning and implementation
   - connection and engagement with community services
   - ongoing case management and/or treatment to qualified program participants
   - close coordination with Juvenile Detention (JD) and Juvenile Probation staff

JCBH services will be provided by dually licensed mental health and chemical dependency professionals in accordance with WAC and RCW requirements. Professional staff shall have Doctorate or Masters Level Mental Health or Social Work licensing and a Chemical Dependency Professional (CDP) certificate. This requirement may be waived under special circumstances as approved by the Health Department.

Professionals providing services must be capable of making independent clinical decisions which are in the best interest of the juvenile offender. Professionals will have training and experience in work with adolescents, chemical dependency assessment and treatment, clinical engagement, motivational techniques, criminogenic thinking and behavior, and behavioral health treatment planning and services.
A. Juvenile Court Behavioral Health Services (JCBH)

Referrals for these services may come from any division of Juvenile Court Administration including Juvenile Detention, Juvenile Probation, and from families of offenders. JCBH services will be provided to juveniles under supervision of the Court and will consist of the following:

1. Referrals and Screening
   a) Accepting and responding to all behavioral health referrals;
   b) Screening, assessing, and determining the needs of individuals who demonstrate symptoms of behavioral health disorders, particularly serious mental illness;
   c) Screening for substance abuse and coordination of referrals for eligible juveniles to available youth treatment providers;
   d) Obtaining additional relevant history to aid case planning.

2. Assessment

   Behavioral health assessments will be conducted with individuals identified as having behavioral health issues, particularly youth with severe mental illness. The assessment shall be written in language and terminology that can be readily understood by clients.

   The Behavioral Health Needs Assessment shall inform the development of an Individualized Service Plan (ISP), and at a minimum, shall contain the following elements:
   a. Client's identification of problem, in his/her words
   b. Identification of risk issues, such as self harm or harm to others
   c. Consideration of special issues such as of client's age, culture, gender, and disability
   d. Full five multi-axial provisional diagnosis as indicated in the current "Diagnostic and Statistical Manual"
   e. Identification of current or past mental health/chemical dependency treatment history
   f. Current medications
   g. Identification of client's strengths and resources
   h. Determination of client needs, including medical, mental health and substance abuse issues
   i. Identification of other needs relevant to stabilization (housing, school, social support, etc.)

3. Individualized Service Plan (ISP)

   The Contractor must provide each program participant with an Individualized Service Plan (ISP) that meets his or her unique needs. The ISP shall be client-driven, strength-based, and individualized. The ISP shall be developed with due regard to Juvenile Court's expectations of the client.

   The Individualized Service Plan must:
   a. Include measurable goals for progress toward rehabilitation, recovery, and reintegration into the mainstream.
   b. Include employment and educational life domains, involving other systems when appropriate.
   c. Identify steps to be taken to engage or re-engage client in treatment services.
d. Be developed collaboratively with the client and others, such as family members, as identified by the client.

e. Be developed prior to starting community support services.

f. Be in language and terminology that is understandable to clients and their families.

g. Address, age, cultural, or disability issues of the client.

h. Include consideration of client needs in other life domains such as:
   i. Housing
   ii. Food
   iii. Income
   iv. Health and dental care
   v. Transportation
   vi. Work, school, or other daily activities
   vii. Family, social life; and social integration and recovery support

4. Behavioral Health Services

Contractor will:

a) Provide behavioral health treatment, particularly treatment for youth with serious mental illness with a goal of stabilization of problematic symptoms

b) Coordinate care with community treatment providers to promote continued engagement in identified services

c) Provide transition services to detained youth to include connection to and continued engagement with identified community services

d) Facilitate the provision of post-detention services in the community that may include transportation to community services, clothing, food, bus passes, and other basic needs necessary to ensure a smooth transition and ongoing engagement in services

e) Coordinate care with Juvenile Court personnel assigned to work with the client

5. Trainings, Orientation, and Meetings

Contractor will:

a) Attend and document training and orientation by Juvenile Court Administration staff regarding Whatcom County Juvenile Court Administration’s culture, safety and security issues, process and procedures, to include booking, classification, health services, juvenile services schedules, risk management, and schedules for visitation, eating, etc.

b) Participate in oversight meetings to ensure coordinated services on behalf of referred juveniles.

6. Other JCBH Services

Contractor will:

a) Maintain client charts, documenting the assessment results, ISP, case notes, and release/transition plans. The client chart must note, in a clearly recognizable manner, when mental health services began and when they ended.

b) Complete an initial mental health screening or assessment for those offenders with a service history in the mental health system.

c) Comply with all applicable state and federal laws regarding confidentiality.
B. Other Contractor Duties

The Contractor will:

1. Ensure full backup coverage to ensure all required contracted service hours are covered. The contractor will ensure a minimum of 60% client face to face hours are provided each month.
2. Distribute flex funds as appropriate. Flex fund expenditures will be reimbursed based on the criteria set forth in Attachment 1, Whatcom County Flex Fund Guidelines.
3. Develop a Memorandum of Understanding (MOU) with Juvenile Court Administration (JCA) and other identified representatives within 90 days of the initial contract which will:
   a) Describe roles and responsibilities of each party
   b) Describe coordination of a referral system and with written procedures for individuals with behavioral health disorders who need mental health services and for those with previous mental health concerns
   c) Be updated at least every January
   d) Other as required by JCA

C. Reporting & Evaluation

The Contractor will provide the following information in a monthly written report accompanying the invoice submission:

a. Number of hours of service per week
b. Number of face to face hours per month
c. Number of referrals received
d. Number of total contacts made with youth offenders
e. Number of families contacted
f. Numbers of youth engaged and re-engaged in services

The Contractor will work with the County to develop a program evaluation plan which may include any of the following:
- Pre and post test symptom improvement and level of functioning
- Pre and post test indicators on life domains
- Service utilization

Quarterly program evaluation reports, in a format agreed upon by the County, shall be submitted on the following time schedule for each year of the contract:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January – March</td>
<td>April 10</td>
</tr>
<tr>
<td>April – June</td>
<td>July 10</td>
</tr>
<tr>
<td>July – September</td>
<td>October 10</td>
</tr>
<tr>
<td>October – December</td>
<td>January 10</td>
</tr>
</tbody>
</table>
EXHIBIT "B"
COMPENSATION

The source of funding for this contract, in an amount not to exceed $94,930.00, is the Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for Juvenile Court Behavioral Health Services is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Cost</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health Services</td>
<td>$44.64/hour x 1,992 hours</td>
<td>$88,930</td>
</tr>
<tr>
<td>Flex funds</td>
<td></td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$94,930</strong></td>
</tr>
</tbody>
</table>

Invoicing

1. The hourly rate specified above is inclusive of all costs necessary for the successful completion of this contract. Monthly payment will be based on actual hours worked each month.

2. The Contractor shall submit itemized invoices by the 15th day of the month following the month of service. Invoices must contain the employee name, hours of service each week and total service hours for the month.

3. Flex fund reimbursement requests must include the documentation specified in Attachment 1.

4. The Contractor shall submit invoices to *include contract #*:

   Attn: Business Office
   Whatcom County Health Department
   509 Girard St.
   Bellingham, WA 98225

5. 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.

6. 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.

7. 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.
Certificate of Coverage

Certificate Holder
Corporation of the Catholic Archbishop of Seattle
Chancery Office
710 9th Ave
Seattle, WA 98104

This Certificate is issued as a matter of information only and
confers no rights upon the holder of this certificate. This certificate
does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
Catholic Community Services
LP 317
100 23rd Ave. S.
Seattle, WA 98144-2302

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Certificate Number</th>
<th>Coverage Effective Date</th>
<th>Coverage Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>8558</td>
<td>7/1/2012</td>
<td>7/1/2013</td>
<td>Real &amp; Personal Property 500,000</td>
</tr>
<tr>
<td>D. General Liability</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence 1,000,000</td>
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<tr>
<td>☑ Occurrence</td>
<td>8558</td>
<td>7/1/2012</td>
<td>7/1/2013</td>
<td>General Aggregate 2,000,000</td>
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<td>☐ Claims Made</td>
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<td></td>
<td></td>
<td>Products-Comp/OP Agg</td>
</tr>
<tr>
<td>Excess Liability</td>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Adv Injury</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one fire)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person)</td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Cov only extends to Whatcom County for claims directly arising from an act or omission of Catholic Community Services (CCS) provided such claim occur from CCS's performance of a contractual service for or on behalf of Whatcom County. This extension of cov applies to all contracts b/w CCS & Whatcom County. Inci Counseling Errors & Omissions & CMRS XS Auto $1.9M XS $100K SI. This cov does not incl Professional Liab; specifically excludes any action, error or omission of psychiatrists. (ref cert # 09-004, 09-134, 09-295)

Holder of Certificate

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

0064002715
ATTACHMENT 1
WHATCOM COUNTY FLEX FUNDS GUIDELINES

"Flex funds" are funds that may be used at the discretion of the Contractor following County guidelines to purchase goods or services directly related to the service needs of the Contractor's clients, when no other funding source is available. Such goods or services must be reasonable and necessary to meet a client's emergent service needs or contribute to the stabilization or self-sufficiency of the client.

Allowable Costs

Allowable uses of client-specific expenditures of flex funds include, but are not limited to, the following:
- Clothing
- Food
- Rental deposits or first month's rent
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver's license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, with prior written approval by Whatcom County

Limitations

Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client's individual service plan or mental health screening, and must have no other funding available from any other source.

Flex funds distributed to any one client for services other than housing assistance cannot exceed $500 per year, except with written authorization from the County. Flex fund allocations for housing assistance are limited to $1,000 per client per year. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

Documentation

Requests for reimbursement of flex funds must include the following:
- A list of the goods and/or services purchased.
- The amount of the goods and/or services purchased.
- The signature of the client for whom the goods and/or services were purchased.
- The total amount of flex funds distributed to the client during the year.
- The service need addressed by the expenditure.
- Accompanying invoices and/or receipts.
Economic Development Investment Program – Interlocal Loan & Grant Agreement with City of Lynden

ATTACHMENTS: Memorandum; Interlocal Loan Agreement; Project Cost Summary

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.)

On December 6th, 2011, the County Council approved the EDI Board’s funding recommendation in support of a $4,000,000 loan and a $2,000,000 grant to the City of Lynden for use towards their Water Treatment Plant project. Attached is the Interlocal Loan and Grant Agreement between the County and the City of Lynden that outlines the terms of this agreement.

We respectfully request the Council’s approval for the County Executive to execute this Interlocal Agreement.

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 members

FROM: Jack Louws, County Executive

RE: EDI Program - Interlocal Loan & Grant Agreement with City of Lynden

DATE: December 28, 2012

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

- Background and Purpose

In December of 2011, the Council adopted the EDI Board’s recommendation to provide funding through the EDI Program for the City of Lynden’s Water Treatment Plant project.

This loan and grant agreement is being presented to you now for approval, following a delay due to project budget details being finalized by Lynden. Once approved, we respectfully request your authorization for the County Executive to execute this agreement.

- Funding Amount and Source

Funding won’t be accessed until the Spring of 2014. $4-million will be drawn from the EDI Program’s loan program, and up to $2-million will be drawn from the EDI Program’s Grant program. This program funding is derived from the Public Utilities Improvement Fund.

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

Enclosures
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Suzanne Mildner</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Lynden</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): 

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

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

Is this contract the result of a RFP or Bid process? Yes  No  X__
If yes, RFP and Bid number(s) 

<table>
<thead>
<tr>
<th>Contract Amount: (sum of orig contract amount and any prior amendments)</th>
<th>$6,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

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
Interlocal Loan and Grant Agreement with the City of Lynden utilizing EDI Program funding (from the Public Utilities Improvement Fund) for use in the City of Lynden's Water Treatment Plant project.

Term of Contract: 20 years  Expiration Date: (est'd) 12/31/2033

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: _sm_ Date 12/13/12 [electronic]
2. Attorney reviewed: _rjw_ Date 12/13/12 [electronic]
3. AS Finance reviewed: _brennan_ Date 12/5/12 [electronic]
4. IT reviewed if IT related Date [electronic]
5. Corrections made: Date [electronic] hard copy printed
6. Attorney signoff: _RJW_ Date 1/7/13
7. Contractor signed: _LTG_ Date 1/2/13 [summary via electronic; hardcopies]
8. Submitted to Exec Office Date
9. Reviewed by DGA Date
10. Council approved (if necessary) Date
11. Executive signed: Date
12. Contractor Orig. returned to dept: Date
13. County Original to Council Date this form may need to expand to more than one page
Economic Development Investment Program
Interlocal Loan & Grant Agreement

I PARTIES

This Agreement is made by and between Whatcom County (hereinafter referred to as the County), and the City of Lynden (hereinafter referred to as the City).

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

The City shall make its initial request for funding under this agreement no earlier than March 31, 2014, and may do so for a period of three (3) years, up to and including March 31, 2017.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Water Treatment Plant Project (hereinafter referred to as the Project) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.

B. The City will design, construct and manage the Project. The Whatcom County Public Utilities Improvement Fund will fund up to $4,000,000 in loans and up to $2,000,000 in grants for this Project. A majority of the Project will be funded by the City of Lynden. When total Project expenditures exceed $21,415,000, then loan funds of up to $4,000,000 will be made available from the Whatcom County Public Utilities Improvement Fund. If the Project continues and expenditures exceed $25,415,000, then grant funds of up to $2,000,000 will be
made available from the Whatcom County Public Utilities Improvement Fund. Should the Project total cost amount to less than $27,415,000, then that portion of EDI grant monies not used for the Project will remain in the Whatcom County Public Utilities Improvement Fund. The City of Lynden will own and maintain the Project.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and City facilities in the state of Washington.

E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of $4,000,000.00 and a grant in the amount of $2,000,000, for a total of $6,000,000. A copy of the EDI application for this project is attached by reference to this Agreement.

H. The Whatcom County Council reviewed the recommendation and approved a loan to the City from the Public Utilities Improvement Fund in the amount of $4,000,000, and a grant to the City from the Public Utilities Improvement Fund in the amount of $2,000,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the
A. CITY OF LYNDEN RESPONSIBILITIES: The City hereby agrees as follows:

(i) If after the award of the construction contract, the Scope of the Project or the Project budget has changed, the City shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the City’s application for EDI funding.

(ii) The City shall have sole responsibility for all aspects of the design, procurement and construction of the project. The County shall have no responsibility for the Project other than the funding set forth herein.

(iii) This loan and grant funding shall be considered the last money in on the Project per the original application; in other words, when total Project expenditures exceed $21,415,000, then loan funds of up to $4,000,000 will be made available from the Whatcom County Public Utilities Improvement Fund. If the Project continues and expenditures exceed $25,415,000, then grant funds of up to $2,000,000 will be made available from the Whatcom County Public Utilities Improvement Fund. Should the Project total cost amount to less than $27,415,000, then that portion of EDI grant monies not used for the Project will remain in the Whatcom County Public Utilities Improvement Fund. Should the Project total cost exceed $27,415,000 then the City of Lynden will be responsible for the additional funding.

(iv) The City represents and warrants that it will proceed with construction in accordance with the scope of work that is included in the EDI application (Attachment C hereto). If the City should broaden or expand the scope of work as stated in the EDI application, thereby increasing the overall Project budget, the City will do so at its own expense.

(v) The City represents and warrants that it will, for the duration of the Project period, require that all construction contractors associated with the Project 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 related to the Project. 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. The City agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. The City’s Project construction contractors will review and enroll in the E-Verify program through this website: www.uscis.gov
(vi) The City shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

(vii) The City shall repay the loan in full.

(viii) The City of Lynden will own and maintain the Project.

B. WHATCOM COUNTY’S RESPONSIBILITIES: The County hereby agrees as follows:

(i) AVAILABILITY OF FUNDING – This agreement, and the subject funding, is valid and enforceable subject to the continued availability of funding from the State of Washington, pursuant to RCW 82.14.370. Should the State of Washington discontinue the rural sales tax rebate program, the County will no longer be obligated to honor the terms of this agreement.

(ii) COUNTY LOAN—The County shall loan up to Four Million Dollars and Zero Cents ($4,000,000.00) for the Project described herein (the “Loan”). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City, available upon written request after approval and execution of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in Section V. A.(iii) above.

(iii) COUNTY GRANT—The County shall issue a grant to the City for up to Two Million Dollars and Zero Cents ($2,000,000.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City upon approval of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in Section V. A.(iii) above.

(iv) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the City up to a maximum of Six Million Dollars and Zero Cents ($6,000,000.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of loan and grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.

(v) Unless the parties to this agreement mutually agree in writing to modify the consideration, this is all the County is obligated to pay towards this project. The City agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The City shall repay the Loan as follows:

(i) The term of the Loan shall be twenty years, commencing from the date that the County disburse the Loan proceeds to the City. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.
(ii) The City will make the first loan payment to the County twelve months after the date of the loan disbursement; payments shall be annually thereafter on the anniversary date of the first loan payment in accordance with the attached amortization schedule (Attachment A). Loan payments must be submitted to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Lynden, WA 98225.

(iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the City. In the event that the City fails timely to make a Loan payment hereunder, the County shall notify the City of the failure and the City shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the City's failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the City shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the City fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the City with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.

(iv) There is no prepayment penalty should the City desire to retire this debt early, either in whole or in part.

VI RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the City in the undertaking of a project of this nature. All City records pertaining to this Agreement and the Project work shall be retained by the City for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the City which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the City nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the
project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the City in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

If the City fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

A. TERMINATION FOR CAUSE— If the City fails to comply with the terms and conditions of this Agreement, the County will give notice to the City in writing of its failure to comply. The City will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the City into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the City and a failure by the City to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the City may take such remedial actions under the law as are available to cure the default, including specific performance.

B. TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

X INTEREST OF MEMBERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments.
which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Agreement.

XII ASSIGNABILITY

The City shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the City.

XV SEVERABILITY

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Mark Sandal, Programs & Env. Coordinator
City of Lynden
300 4th Street
Lynden, WA 98264

TO COUNTY: Brad Bennett, Finance Manager
c/o Whatcom County Executive’s Office
311 Grand Avenue, Suite 108
Lynden, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.
XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the City agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Whatcom County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor pursuant to the recording requirement contained within RCW 39.34.040.

*

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

ENTERED INTO this ______ day of ___________________, 2012.

CITY OF LYNDEN

Scott Korthuis, Mayor

STATE OF WASHINGTON )
ss.
COUNTY OF Whatcom )

On this ______ day of January, 2012, before me personally appeared

_RsKorthuis__, to me known to be the Mayor of the City of Lynden and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

TAMARA BEZEEVER
NOTARY PUBLIC
STATE OF WASHINGTON

Interlocal Loan & Grant Agreement between
Whatcom County and the City of Lynden

Page 8 of 11
WHATCOM COUNTY:

Approved: Accepted for Whatcom County:

______________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this _____ day of ________________, 2012, before me personally appeared Jack Louws, to me known to be the County Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Approved as to form:

______________________________ 12-18-12
Prosecuting Attorney Date

Interlocal Loan & Grant Agreement between
Whatcom County and the City of Lynden

Page 9 of 11
# | Year | Beginning Balance | Payment | Interest | Principal | Ending Balance |
---|------|------------------|---------|----------|-----------|----------------|
1  | 2015 | $4,000,000       | ($221,661) | 40,000   | ($181,661) | $3,818,339     |
2  | 2016 | $3,818,339       | ($221,661) | 38,183   | ($183,478) | $3,634,860     |
3  | 2017 | $3,634,860       | ($221,661) | 36,349   | ($185,312) | $3,449,548     |
4  | 2018 | $3,449,548       | ($221,661) | 34,495   | ($187,166) | $3,262,382     |
5  | 2019 | $3,262,382       | ($221,661) | 32,624   | ($189,037) | $3,073,345     |
6  | 2020 | $3,073,345       | ($221,661) | 30,733   | ($190,928) | $2,882,416     |
7  | 2021 | $2,882,416       | ($221,661) | 28,824   | ($192,837) | $2,689,579     |
8  | 2022 | $2,689,579       | ($221,661) | 26,896   | ($194,765) | $2,494,814     |
9  | 2023 | $2,494,814       | ($221,661) | 24,948   | ($196,713) | $2,298,101     |
10 | 2024 | $2,298,101       | ($221,661) | 22,981   | ($198,680) | $2,099,420     |
11 | 2025 | $2,099,420       | ($221,661) | 20,994   | ($200,667) | $1,898,753     |
12 | 2026 | $1,898,753       | ($221,661) | 18,988   | ($202,673) | $1,696,080     |
13 | 2027 | $1,696,080       | ($221,661) | 16,961   | ($204,700) | $1,491,380     |
14 | 2028 | $1,491,380       | ($221,661) | 14,914   | ($206,747) | $1,284,632     |
15 | 2029 | $1,284,632       | ($221,661) | 12,846   | ($208,815) | $1,075,817     |
16 | 2030 | $1,075,817       | ($221,661) | 10,758   | ($210,903) | $864,914       |
17 | 2031 | $864,914         | ($221,661) | 8,649    | ($213,012) | $651,902       |
18 | 2032 | $651,902         | ($221,661) | 6,519    | ($215,142) | $436,759       |
19 | 2033 | $436,759         | ($221,661) | 4,368    | ($217,293) | $219,466       |
20 | 2034 | $219,466         | ($221,661) | 2,195    | ($219,466) | $0             |

Interlocal Loan & Grant Agreement between
Whatcom County and the City of Lynden
The $4,000,000.00 loan funding will be disbursed prior to any grant funding*, as follows:

Following the disbursal of $21,415,000 of other sources of funding for this Project, the EDI loan funds will be made available for application to the project by warrant within 30 days of receipt of written request from Mark Sandal, Programs & Env. Coordinator for the City of Lynden, and sent to the Whatcom County Executive’s office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The request will draw on the amount of up to $4,000,000.00, and shall include a reference to the contract number assigned to this Interlocal Agreement. Repayment of the loan will begin twelve months from the disbursement date and follow the schedule noted in Attachment A.

The $2,000,000 grant funding will be disbursed as follows:

The City of Lynden will send invoices for project expenses to Whatcom County Executive’s Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only.

*Note that grant funding will be made available in an amount up to a maximum of $2,000,000.00. It is hereby agreed that if the City is able to complete this project under the $27,415,000 budget and without utilizing the full grant amount, then the City will submit invoices for grant reimbursement for only that amount that is necessary to complete the Project.
Whatcom County Economic Development Investments Program

Application for Funding

Pete Kremen, Whatcom County Executive
Application Checklist

- **Completed Application**
  All portions of the application must be completed in full:
  - Summary Page
    - A. Requested Funding Terms
    - B. Project Description
    - C. Financial Information
    - D. Private Sector Commitment (complete this section for each private firm involved in project)
    - E. Project Feasibility

- **Signed Certification**
  See page 9 of application.

- **Resolution**
  Include a resolution or ordinance of the local governmental jurisdiction authorizing this EDI application.

- **Engineering Estimates**
  Attach if applicable.

- **Contingency Agreement(s)**
  Include a signed Contingency Agreement for each private sector firm involved in project. (Sample agreement on page 10.)

Please be clear and concise in your responses. Attachments are welcome.

This application can be obtained electronically from:
- The Whatcom County Government: [www.whatcomcounty.us](http://www.whatcomcounty.us)
- The Bellingham Whatcom County Economic Development Council: [www.nwecon.org](http://www.nwecon.org)
- The Whatcom County Executive’s Office: Executive@co.whatcom.wa.us

The applications that are received will be initially reviewed for completeness by the County Executive staff. Then the application is reviewed by the EDI Board and as appropriate approved by the Whatcom County Council.
Summary - Application for Funding

Applicant (Governmental Entity)  City of Lynden
Federal Tax Number  91-6001257
Contact Name  Mark Sandal
Title  Programs & Env Coordinator
Telephone  (360) 354-3446
Fax  (360) 354-8951
Email  sandalm@lyndenwa.org
Address  300 4th Street
         Lynden, WA
         98264

Project Title  City of Lynden, Water Treatment Plant

Amount of EDI loan requested:  $ 4,000,000.00
Amount of EDI grant requested:  $ 2,000,000.00

Source of Local Match:  $____

List other funding:

<table>
<thead>
<tr>
<th>Source</th>
<th>Date Requested</th>
<th>Date Approved</th>
<th>Amount of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Trust Fund</td>
<td></td>
<td>10/03/11</td>
<td>$ 9,200,000.00</td>
</tr>
<tr>
<td>Dept. of Health Drinking Water Loan</td>
<td></td>
<td>12/2011</td>
<td>$ 6,000,000.00</td>
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<tr>
<td>City funds</td>
<td></td>
<td></td>
<td>$5,640,000.00</td>
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<td></td>
<td></td>
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<td>$____</td>
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<td></td>
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<td>$____</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$____</td>
</tr>
<tr>
<td>TOTAL public project costs:</td>
<td></td>
<td></td>
<td>$26,840,000.00</td>
</tr>
<tr>
<td>TOTAL private investment in plant/equipment</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>
A. Request For Funding Terms

A1. Indicate the terms of the funding that you are requesting here.  
     *(Interest rate will follow the current State rate.)*

     (a) Total number of years for repayment **20 years**

     (b) Other specific terms:

B. Project Description

B1. Describe the entire public facility project, including the parts that you are not asking EDI to fund.

The proposed project will replace the City’s very old and undersized surface water treatment plant with a completely new 8 MGD treatment facility on property already acquired by the City. The project includes all site preparation, design and construction work required to completed the new WTP.

This Washington State Department of Health Risk Category 1 elimination project will easily meet all current design and water quality standards that apply to surface water removal of Cryptosporidium, giardia, E. Coli, fecal coliform and color, all of which are present in the City’s Nooksack River source water. The new WTP will use conventional pretreatment with grit removal, chemical flash mixing and flocculation, plate settlers, gravity filtration, ultra-violet (UV) light for primary disinfection, onsite chlorine generation for secondary distribution disinfection, mechanical solids dewatering and upgrades to telecommunications and process instrumentations and controls.

The requested EDI funds will be utilized throughout the projects phases.

B2. Will this project upgrade an existing public facility? ________ (Y/N)
Build a new one? Yes ___ (Y/N) Describe:

The proposed project will replace the City’s very old and undersized surface water treatment plant with a completely new 8 MGD treatment facility on property already acquired by the City.

B3. Specifically, what element(s) of the public facility project will EDI funds pay for?

The requested EDI funds will be utilized throughout the projects phases.

B4. Include a site map of the area. (Materials must be reproducible in black and white and in 8 1/2 x 11 format.) Identify the location of the site, public infrastructure and private development project, existing and/or proposed.

B5. Attach engineering estimates that support project costs. Identify if estimates are from preliminary engineering or design engineering work.
B6. Describe how the public facility project will enhance or encourage other development in the immediate area in addition to the direct development described in this application.

The existing plant constructed in 1926 has serious code and structural related defects, lacks room for expansion and can not meet peak day demand; thereby forcing the City to rely on storage. If peak day demand occurs for 4 consecutive days the City will reach storage capacity and thus cannot supply water.

The Department of Health could place a “Red Tag” on the City’s operating permit. This “Tag” would essentially result in a moratorium on new services which would affect not only the water system fund but the existing businesses in Lynden and the surrounding service area that depend on water for their livelihood. A moratorium of this sort would basically arrest new development and create a housing shortage.

B7. List all permits and environmental reviews required for the public sector project and give their current status (applied for, application being prepared, permit issued, etc.)

<table>
<thead>
<tr>
<th>Permit/Environmental Review</th>
<th>Issuer</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Section 106</td>
<td>Wash. Dept of Health</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>Pre-design report</td>
<td>Wash Dept of Health</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

B7. Provide preliminary project schedule:

- Estimated Completion Date (month/year)
  - Preliminary Engineering Report: January 2012
  - Environmental Review: February 2012
  - All Required Permits Obtained: March 2012
  - Design Engineering: February 2012
  - Land/Right-of-Way Acquisition: complete
  - Prepare Bid Documents: Ongoing (Currently 60%)
  - Award Construction Contract: Spring 2012 (Phase 1)
  - Begin Construction: Spring 2012 (Phase 1)
  - Project Operational: 2014

B8. Other jurisdictions.

(a) Are other jurisdictions, such as counties, cities, port districts, tribes, state/federal agencies involved in the planning, design, financing, construction or operation of this project? If so, please identify all entities:

- State Dept of Health: Approval of Eng. Report

- State Dept of Health: Drinking water loan

- State Public Works Board: Trust fund loan

Application for Funding: Revised 6/30/11
Page 5 Whatcom County EDI Program
(b) Explain how completion of the project is coordinated between these entities.

The engineering report is currently with the Department of Health for review. The City has met with both State Health and Public Works board to confirm funding and project reimbursement requirements.

B9. Who will operate and maintain the public facility in this project?

City of Lynden

B10. Will this project impact utility rates and public services within the jurisdiction? Explain:

Yes, to meet debt service requirements, water rates and facility hookup charges have already increased and are projected to continue to increase. The proposed new plant will allow the City to service projected growth.

B11. Is this project consistent with your local comprehensive plan, capital facilities plans and/or county comprehensive economic development strategy? If yes, attach relevant portion of plan. If no, please explain.

Yes, the proposed project is identified in the City’s approved Water System Plan. This Water System Plan outlines the system requirements to serve the population projected for Lynden in the City’s Comprehensive Plan as well as Whatcom County’s Comprehensive Plan.

C. Financial Information On Cities, Towns, Port Districts or Counties

C1. Will a revenue stream be generated that could repay a EDI loan in addition to funding the operations and maintenance costs of the facility? Yes X No ___

(a) If yes, please describe:

The City has already increased water rates and hookup charges for anticipated future debt service. Future increases have also been investigated.

(b) If no, please identify eligible funding sources committed to loan repayment.

C2. In the context of your entity’s overall annual budget, explain the need for EDI assistance.

The City has already obtained a $9.2 million PWTF loan and $6 million DWSRF loan. The debt service associated with these loans and anticipated other loans for the project necessitates that the City look for grant funding assistance.

C3. If the local jurisdiction is not financially contributing to the project, please explain why.

The City has already fully funded property acquisition and pilot studies. Both the PWTF and DWSRF loans have local match requirements that the City must meet.
C4. Has the use of revenue or general obligation bonds, LID, ULDs been explored for this public facility project? Yes _____ No X. Explain the outcome and describe why these financing sources would or would not be applicable for this project.

D. Private Sector Commitment

Note: To show that a specific private investment is ready to occur, but will do so only if EDI assistance is made available, you must complete a Contingency Agreement with each private sector representative that will be investing. If a developer is involved, you must also obtain a signed Contingency Agreement between the developer and the proposed tenant.

Complete this section and a Contingency Agreement for each private sector entity.

D1. Private Sector Firm Name ____________________________

 Contact Name ____________________________

 Title ____________________________

 Telephone ____________________________

 Fax ____________________________

 Email: ____________________________

 Address ____________________________

 ____________________________

D2. Describe the proposed private development or expansion project that will be supported by the public facility project. See answer below.

D3. Explain why the private development requires the proposed public infrastructure improvements described in this application.

Without the construction of a new water treatment plant, very limited private investment will be able to occur within the City of Lynden. Recruitment of private enterprise for economic growth requires that there is a guaranteed provision of utility services that may not be available if this project is not funded.
D4. In the table below, list the number of projected jobs, by job type, to be retained and/or created as a direct result of the project. Express jobs as Full Time Equivalents (FTEs). 1 FTE = 40 hours per week. Do not include fringe benefits in wage data.

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Current Jobs Retained** (In FTEs)</th>
<th># Of Jobs Created Year 1 (In FTEs)</th>
<th># Of Jobs Created by Year 3 (In FTEs)</th>
<th>Current or Initial Hourly Wages</th>
<th>Local Occupational Hourly Wages***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mgmt/Admin*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical/Prof</td>
<td></td>
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<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sales</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Skilled Crafts</td>
<td></td>
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<tr>
<td>Others</td>
<td></td>
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<tr>
<td>Totals</td>
<td></td>
<td>N/A</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

* Indicate Management positions in annual salary.
** Retained jobs are defined as jobs that would otherwise be lost to the county.
*** Contact Whatcom County Economic Development Council for information on this column.

a. Projected annual gross payroll for all job classifications $_______
b. How many of these positions are for seasonal work? (In FTEs) ___________
c. What kind of fringe benefits does the company offer to regular full time employees? (i.e., health insurance, retirement plans, etc.)

D5. Explain how these job projections were developed. Attach supporting information such as a business plan or year-end financial statements. (Financial statements may be unaudited). Note: The entire EDI application is considered a public record; however, financial and commercial information provided by the private business is exempt from disclosure to the extent permitted by 42.17 RCW.

D6. Will the project provide expanded employment opportunities to disadvantaged or unemployed workers? How will the firm work to hire people from Whatcom County?

D7. Outline construction schedule (if applicable) for the proposed private sector project.

Private Facility Construction Begins  
Private Facility Construction Completed  
Private Facility Operational  

(month/year)
D8. List all permits required for the private sector project and give the current status (applied for, application being prepared, permit issued, etc.)

<table>
<thead>
<tr>
<th>Permit/Environmental Review</th>
<th>Issuer</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

*Note: All permits required to complete the project must be secured within six months of an EDI loan or grant approval.*

D9. What private authorizations are still needed before proceeding with the proposed private development project?

D10. Explain how the private sector is financing their capital investment in this project. When will private sector financing be in place? Please list financial references that can verify financing sources and capacity for this project.

Financial contact(s) ______________________ phone# ____________
                                      ______________________ phone# ____________

*Note: Be sure to include a contingency agreement (see sample) for each private sector.*

E. Project Feasibility

E1. Summarize the results of the feasibility analysis that supports your proposed public facility investments.

The State Department of Health required Design Report is now under review by State Health. This report addresses project history, environmental considerations along with treatment processes and alternatives.

E2. Identify industries that are targeted for recruitment with this project.

The proposed project is estimated at $26 million and will employ local heavy industry companies for up to 3 to 4 years once the final funding package is put together and construction begins.
E3. Describe a market strategy that contains action elements with appropriate timelines. Who will be responsible for implementing the marketing strategy?

Beyond the 3 to 4 years of construction project the proposed water treatment plant will allow the City to provide safe reliable water service for current residential, business and commercial users along with providing for required growth as identified in current comprehensive plans.

E4. Describe the site's appropriateness by addressing (at a minimum):
   o Zoning: The site is zoned Public Use
   o Environmental restrictions
      The site is adjacent to the City's 6 million gallon reservoir, water treatment plant and City shop. It is anticipated that no environmental restrictions will be encountered.
   o Access to infrastructure
      - Water: The site is adjacent to the existing water plant and thus connection to the City's water distribution system is quite easy.
      - Sewer: Sanitary sewer will be extended approximately 300 feet in Riverview Road.
      - Road: The site will utilize an existing access off South 6th Street along with constructing approximately 500 feet of Riverview Road.
      - Rail: Not applicable
      - Electricity: Puget Sound Energy will service the site.
   o Distance to markets
   o Site's ability to support the anticipated development over time.

E5. Provide an analysis of other adequately serviced land in the area and give the primary reasons for the selection of the proposed site over other existing sites.

No other sites within the City limits meet the requirements of the selected site.

E6. Describe the plan to secure the total required funding for the public facility improvements. Is it secured or not, and will it be available in the time frame established for project completion?

E7. For the total project, including public and private components, please describe the projected number of jobs created and/or retained, anticipated wages and how wages compare to local prevailing wages, opportunities the project may offer to the local labor force and other related issues.

The construction phase of the project will last 3 to 4 years. This work will be State and/or Federal Davis-Bacon wage jobs. By providing water to meet the City's growth requirements the number of jobs created is difficult to quantify in the current construction climate.

A more important point is the jobs that will be saved with the completion of the new plant. As stated previously, "If peak day demand occurs for 4 consecutive days, the City will be reaching storage capacity and thus cannot supply water. The Department of Health could place a "Red Tag" on the City's operating permit. This "Tag" would essentially result in a service moratorium which would affect not only the water system fund but the existing businesses in Lynden and surrounding service area that depend on water for their livelihood."
E8. Describe specific, quantifiable measures of the outcomes, other than jobs, that will demonstrate project success. Describe how you will measure these. Explain what you expect to show as progress toward the outcome for each year before the whole outcome has been achieved.

Application for Funding – Certification

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Public Official: Scott Korthuis Date 1/15/2011

Print or Type Name and Title: Scott Korthuis
SAMPLE CONTINEGENCY AGREEMENT

1. PARTIES.

The parties to this Agreement are *THE APPLICANT* and *THE PRIVATE BUSINESS*.

ATTENTION: If a developer is involved in the project, the tenant must also be a party to this agreement or there must be an additional agreement between the developer and the tenant.

2. PURPOSE.

The purpose of this Agreement is to clarify the intentions of the parties regarding the completion of *THE PUBLIC FACILITIES PROJECT*. This section should also contain an explanation of the need for the public improvements.

3. BACKGROUND.

The purpose of this section is to provide a description of the public improvements, which can be referenced, thereafter, as “required public improvements.”

4. AGREEMENT.

This section must contain the following:

a) A statement that the applicant agrees to construct the required public improvements providing that EDI financing is approved.

b) A statement by the business of the projected number of permanent, full-time jobs created and/or retained as a result of the public facilities project. (Attention: Job estimates identified here must equal those in Question D5.)

c) A statement by the business of the estimated private capital investment.

d) An agreement by the business to contact the local Worksource -- Whatcom Career Center, or appropriate Community Based Organization for assistance in filling new positions.

e) An agreement by the business to provide the applicant with employment and investment data as requested by EDI.

f) If applicable, this section must also contain a list of any public and/or private contributions to the public facilities project, such as cash contribution or donated land.

5. CONTINGENCY.

This Agreement is contingent upon receipt of EDI funds by *THE APPLICANT* and is intended to meet the first level of convincing evidence of private development as required by EDI.

All parties must sign the Agreement.
Lyneden Water Treatment Plant Site Plan

Waste Water Treatment Plant

Proposed Water Plant Site

6 Million Gallon Water Tank

Approximate Feet
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Material or Equipment Costs</th>
<th>Labor &amp; Overhead</th>
<th>Total Costs</th>
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</thead>
<tbody>
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<td></td>
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<td>Unit Price</td>
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</tr>
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<td></td>
<td>Total Price</td>
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<td>General Requirements</td>
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<td>1.1</td>
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<td>2.7</td>
<td>Precast Flow Meter Vault</td>
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<td>1</td>
<td>$10,000</td>
<td></td>
<td>$10,000</td>
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<td>2.8</td>
<td>Yard Piping</td>
<td>LS</td>
<td>1</td>
<td>$580,000</td>
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<td>2.9</td>
<td>Subtotal - Sitework and Yard Piping</td>
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<td></td>
<td></td>
<td></td>
<td>$1,737,000</td>
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<tr>
<td>3.0</td>
<td>Headwork / Grit Removal and Rapid mixing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Superstructure</td>
<td>ft²</td>
<td>1,726</td>
<td>$140</td>
<td>$241,683</td>
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<td>3.2</td>
<td>Sub-structure Concrete</td>
<td>cu. yd</td>
<td>258</td>
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<tr>
<td>3.3</td>
<td>Water Proofing for Underground Tanks</td>
<td>ft²</td>
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<td>$7</td>
<td>$16,859</td>
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<td>3.4</td>
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<td>1</td>
<td>$324,000</td>
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<td>3.5</td>
<td>Grit Pumps</td>
<td>each</td>
<td>12</td>
<td>$15,000</td>
<td>$12,000</td>
<td>$30,000</td>
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<td>3.6</td>
<td>Rapid Mixer</td>
<td>each</td>
<td>2</td>
<td>$15,900</td>
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<td>$12,720</td>
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<td>Influent Channel Stop Gate</td>
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<td>$9,000</td>
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<td>$12,600</td>
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<td>Split box Influent Slide Gate</td>
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<td>3.9</td>
<td>Rapid Mixing Effluent Sluice Gate</td>
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<td>Piping and Valving</td>
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<td>Subtotal - Headwork / Grit Removal and Rapid mixing</td>
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<td></td>
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<td>$1,184,000</td>
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<td>Flocculation Tanks:</td>
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<td>$276,216</td>
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<td>4.3</td>
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<td>$7</td>
<td>$19,548</td>
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Lynden Opinion of Probable Costs - Nov 07 2011 (2).xlsx
## Opinion of Probable Costs - November 07, 2011

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Lynden Opinion of Probable Costs - Nov 07 2011 (2).xlsx
City of Lynden  
Nooksack River Water  
Plant Design Capacity: 8 MGD

Opinion of Probable Costs - November 07, 2011

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</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Engineering (12%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contingencies (20%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
# LYNDEN WATER TREATMENT PLANT
## COST SUMMARY

<table>
<thead>
<tr>
<th>Lynden WTP Planned Expenses</th>
<th>Plan/Budget</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Phase:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td>$2,075,000</td>
<td>$2,035,000</td>
<td>$40,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Phase:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WTP Phase I - Site Utilities and Frontage - in progress</td>
<td>$1,600,000</td>
<td>$600,000</td>
<td>$1,000,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>WTP Phase I - CM - in progress</td>
<td>$205,000</td>
<td>$80,000</td>
<td>$125,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Treatment Plant Construction (Phase II)* - May 2013</td>
<td>$25,371,005</td>
<td>$9,500,000</td>
<td>$11,000,000</td>
<td>$4,871,005</td>
<td></td>
</tr>
<tr>
<td>WTP Phase II Contingency (10%)</td>
<td>$2,537,101</td>
<td>$950,000</td>
<td>$1,100,000</td>
<td>$487,101</td>
<td></td>
</tr>
<tr>
<td>WTP Phase II CM &amp; Engineering Svcs</td>
<td>$3,100,000</td>
<td>$1,065,625</td>
<td>$1,414,375</td>
<td>$620,000</td>
<td></td>
</tr>
<tr>
<td>PSE Electrical Connection - Agreement signed</td>
<td>$110,000</td>
<td>$110,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Permit &amp; Impact Fees</td>
<td>$235,000</td>
<td>$235,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Furnishings, Lab Equipment &amp; Supplies</td>
<td>$100,000</td>
<td>$0</td>
<td>$0</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Construction Budget:</strong></td>
<td>$33,258,106</td>
<td>$680,000</td>
<td>$12,985,625</td>
<td>$13,514,375</td>
<td>$6,078,106</td>
</tr>
</tbody>
</table>

* 8.7% Sales Tax Included

Estimated Total Project Cost: $35,333,106
NEW WATER TREATMENT PLANT
CONSTRUCTION PROJECT

The City of Lynden has an ongoing commitment to providing safe, reliable and high quality drinking water to our customers, now and in the future. To that end, the design of Lynden’s new Water Treatment Plant by Stantec Consulting Corporation which began in November 2010 progressed to final design plans being submitted to the City in late 2012. City staff worked diligently to obtain funding for this very large, but vitally important project. Offsite Utilities and Preliminary Frontage Improvements (Phase 1) designed by Reichhardt and Ebe Engineering involving removal of peat soils, and installing utilities and a road base is currently under construction by Stremler Gravel. As the funding agreements are finalized the City expects to solicit construction bids for the plant February 2013 and to begin construction by summer 2013.

Project Purpose

The new plant will replace an aged and outdated 1924 plant with a modern conventional treatment plant that will comply with existing and new regulatory requirements. It will have the capacity to serve quality drinking water for Lynden and its service area for many years to come.

The City of Lynden draws water from the Nooksack River. This raw water is pumped to the City’s existing Water Treatment Plant (WTP). Although the WTP has been modified over the years in attempts to meet treatment and production requirements, it has serious code and structural related defects and cannot meet peak day water demands, forcing the City to rely on storage. Extended peak demand would exhaust the storage capacity and the City would be unable to supply water, resulting in a service disruption that would affect all homes and businesses within service area. A July 22, 2011 letter from the State Department of Health stated ...."it is now imperative that the City obtain the funding and complete the new water treatment plant as soon as possible. The ongoing reliability of your water supply and health of your community depend on this project.”

Schematic of the Treatment Process

Plaque on Existing Water Treatment Plant First Constructed in 1924
Project Description
The New WTP will be located just south of the old plant on property acquired by the City for this purpose in 2008. It will initially treat as much as 8 million gallons per day, and has been designed for expansion to 12 million gallons per day. The new 19,000 square foot structure will house heavy treatment equipment, filters, pumps and pipes, and the staff that will operate the plant. The new facility will meet the Federal Long Term Enhanced Surface Water Treatment Rules and the State Disinfectant and Disinfection Byproducts Rule and will provide safe and reliable water for the City’s long term growth needs.

Project Costs, Funding and Rates
This construction project comes at an advantageous time for the City with low interest rates and record low construction costs. By the time the entire project is complete, including design, permitting, construction, construction management, plant start-up, and utilities/roadway frontage improvements the total cost could be $35M. The City has been successful in securing long term low interest funding and grants. These include several 20-year, ½% and 1% interest loans from the Washington State Drinking Water State Revolving Fund and Public Works Trust Fund. Also, recognizing the importance of water infrastructure to regional economic vitality, Whatcom County has awarded the City a local Economic Development Investment loan and grant. Without these, there would have been greater rate increases.

Instead, the City is projecting connection fee and water rate increases of about 7% per year until it reaches the capital debt service requirements of this major construction project. This is lower than earlier forecasts due to City efforts.

Construction Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2012</td>
<td>Award Construction of WTP Offsite Utilities and Frontage Improvements</td>
</tr>
<tr>
<td>January/February 2013</td>
<td>Advertise for WTP Construction Bids</td>
</tr>
<tr>
<td>April/May 2013</td>
<td>Award Construction Contract for WTP</td>
</tr>
<tr>
<td>June 2013</td>
<td>Construction of WTP Begins</td>
</tr>
<tr>
<td>Summer 2015</td>
<td>Construction Completed and New Plant Operating!</td>
</tr>
</tbody>
</table>

The next page shows what the new Water Treatment Plant is expected to look like when completed . . .
West Elevation of New Lynden Water Treatment Plant

South Elevation of New "Lynden Water Works" Treatment Plant
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>KO</td>
<td>1/4/13</td>
</tr>
<tr>
<td>KNC</td>
<td>1/4/13</td>
</tr>
</tbody>
</table>

Date Received in Council Office | Agenda Date | Assigned to:

1/15/13 | Finance/Council

TITLE OF DOCUMENT:

Birch Bay Stormwater Asset Management Program

ATTACHMENTS:

1. Contract Information Sheet
2. Memo
3. Contract and Exhibits

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.)

Wilson Engineering will assist Whatcom County with its Stormwater Management Program (SWMP) for compliance with Section S5.C.5 Pollution Prevention and Operation and Maintenance for Municipal Operation within a portion of the newly added Birch Bay NPDES Phase II permit area. The permit provides for management of municipal surface water runoff and enhancement and protection of regional water quality. Among the tasks included in this project is development of a maintenance management program that is consistent with the NPDES II Permit regulatory requirements and development of a GIS-based maintenance data collection, tracking, and reporting system. This work will be reimbursed by a Washington State Department of Ecology grant. Additional work includes collecting field and survey data to assist with the Stormwater Master Plan.

COMMITTEE ACTION: 

COUNCIL ACTION:

Related County Contract #: 201010011

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Chris Brueske, P.E., Assistant Director; Kirk N. Christensen, P.E., Stormwater Manager

RE: Wilson Engineering Contract for Birch Bay Stormwater Asset Management

DATE: January 2, 2013

Enclosed for your review and approval is a contract for Birch Bay Stormwater Asset Management.

- Requested Action
  Public Works requests that the County Council authorize the County Executive to enter into a contract with Wilson Engineering to assist with the subject project.

- Background and Purpose
  In 2012, portions of the Birch Bay Watershed were added to Whatcom County's NPDES Phase II Stormwater Permit. This addition requires management of municipal surface water runoff and protection of water quality. Among the requirements are compliance with Section S5.C.5 Pollution Prevention and Operation and Maintenance for Municipal Operations of the permit which requires development of a program to track and document stormwater asset management. The consultant will assist the County with compliance through the following tasks:
  
  - Creation of a GIS-based maintenance data collection, tracking, and reporting system
  - Development of an asset management program that is consistent with the NPDES II Permit regulatory requirements
  - Field data collection and survey as required for the Central Reaches Stormwater Master Plan

- Funding Amount and Source
  This contract totals $96,747. $81,471 will be funded with NPDES Phase II grant G1100118 (Whatcom County Contract #201010011) from Washington State Department of Ecology (cost center 123301) and $15,276 will be funded with BBWARM's 2013 base budget (cost center 169250).

Please contact Kraig Olason at extension 50782 if you have any questions.

Enclosures
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Contract No.:** 201301008

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works – Stormwater</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Administrator:</strong></td>
<td>Kraig Olason, Senior Planner</td>
</tr>
<tr>
<td><strong>Contractor's / Agency Name:</strong></td>
<td>Wilson Engineering, LLC</td>
</tr>
<tr>
<td><strong>Is this a New Contract?</strong></td>
<td><strong>Yes X No</strong></td>
</tr>
<tr>
<td><strong>If not, is this an Amendment or Renewal to an Existing Contract?</strong></td>
<td><strong>Yes No</strong></td>
</tr>
<tr>
<td><strong>If yes, previous number(s):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Is this a grant agreement?</strong></td>
<td><strong>Yes No X</strong></td>
</tr>
<tr>
<td><strong>If yes, grantor agency contract number(s):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CFDA number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Is this contract grant funded?</strong></td>
<td><strong>Yes X No</strong></td>
</tr>
<tr>
<td><strong>If yes, associated Whatcom County grant contract number(s):</strong></td>
<td>201010011 / G1100118</td>
</tr>
<tr>
<td><strong>Is this contract the result of a RFP or Bid process?</strong></td>
<td><strong>Yes X No</strong></td>
</tr>
<tr>
<td><strong>If yes, RFP and Bid number(s):</strong></td>
<td>RFP 2011-58</td>
</tr>
<tr>
<td><strong>Contract Cost Center:</strong></td>
<td>169250</td>
</tr>
<tr>
<td><strong>Is this contract excluded from E-Verify?</strong></td>
<td><strong>Yes X</strong></td>
</tr>
<tr>
<td><strong>If no, include Attachment D Contractor Declaration Form</strong></td>
<td></td>
</tr>
<tr>
<td><strong>If yes, indicate qualified exclusion(s) below:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>X Contract less than $100,000.</strong></td>
<td><strong>X Professional services agreement for certified/licensed professional</strong></td>
</tr>
<tr>
<td><strong>Work is for less than 120 days</strong></td>
<td><strong>Interlocal Agreement (between Govt.)</strong></td>
</tr>
<tr>
<td><strong>Contract for Commercial off the shelf items (COTS)</strong></td>
<td><strong>Public Works Dept. - Local Agency/Federally Funded FHWA</strong></td>
</tr>
<tr>
<td><strong>Contract Amount:</strong> (sum of orig contract amount and any prior amendments)</td>
<td>$96,747</td>
</tr>
<tr>
<td><strong>This Amendment Amount:</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Amended Amount:</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Scope of Services:</strong></td>
<td>If a Professional Services Agreement is more than $15,000 or a Bid is more than $15,000, 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.</td>
</tr>
</tbody>
</table>

*The consultant will assist the County with compliance through the following tasks within the Birch Bay addition to the County’s NPDES Phase II Stormwater Permit:*

- Creation of a GIS-based maintenance data collection, tracking, and reporting system.
- Development of a asset management program that is consistent with the NPDES II Permit regulatory requirements
- Field data collection and survey as required for the Central Reaches Stormwater Master Plan

<table>
<thead>
<tr>
<th><strong>Term of Contract:</strong></th>
<th><strong>Expiration Date:</strong> December 31, 2013</th>
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</thead>
<tbody>
<tr>
<td><strong>Contract Routing Steps &amp; Signoff:</strong></td>
<td>[sign or initial]</td>
</tr>
<tr>
<td>1. Prepared by:</td>
<td>Remy McConnel</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>Daniel L. Gibson</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>sbennett</td>
</tr>
<tr>
<td>4. IT reviewed if IT related</td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Daniel L. Gibson</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office</td>
<td></td>
</tr>
<tr>
<td>9. Reviewed by DCA</td>
<td></td>
</tr>
<tr>
<td>10. Council approved (if necessary)</td>
<td></td>
</tr>
<tr>
<td>11. Executive signed:</td>
<td></td>
</tr>
<tr>
<td>12. Contractor Original Returned to dept;</td>
<td></td>
</tr>
<tr>
<td>13. County Original to Council</td>
<td></td>
</tr>
</tbody>
</table>

[indicate date transmitted] Date 12/26/12 [electronic]
Date 01/04/13 [electronic]
Date 01/3/12 [electronic]
Date 01/04/13 [electronic] hard copy printed
Date 01/04/13
Date 1/3/13
Date 1/4/13 [summary via electronic; hardcopies] Date
Date
Date
Date

92
CONTRACT FOR SERVICES AGREEMENT
Birch Bay Stormwater Asset Management Program (an NPDES Phase II project)

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 12,
- Exhibit B (Compensation), pp. 13 to 14,
- 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 16th day of January, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2013.

The general purpose or objective of this Agreement is to: assist with the development of the Birch Bay Stormwater Asset Management Program as required by the County's NPDES Phase II permit, 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 **$96,747**. 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

) ss.

COUNTY OF Whatcom

On this 3 day of Jan, 2013 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.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at __________. My commission expires __________.
WHATCOM COUNTY:
Recommended for Approval:

Frank M. Abart
Date
Public Works Director

Approved as to form:
Daniel L. Gibson
Date
Assistant Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON }
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

Wilson Engineering, LLC
Andy Law, P.E., Managing Member

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

Phone: 360.733.6100
Email: alaw@wilsonengineering.com

Contract for Services Agreement
Birch Bay Stormwater Asset Management (an NPDES Phase II project)
GENERAL CONDITIONS

Series 30-39: Provisions Related to Administration of Agreement

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 deeded 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 Agreement
Birch Bay Stormwater Asset Management (an NPDES Phase II project)
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.

31.1 Ownership of Items Produced:
When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury - $1,000,000.00 (this amount may vary with circumstances)

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

a. Professional Liability - $1,000,000 per occurrence: Not Applicable

34.2 Industrial Insurance Waiver:

Contract for Services Agreement
Birch Bay Stormwater Asset Management (an NPDES Phase II project)
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, Director, Whatcom County Public Works, 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:** 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 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.
Whatcom County Public Works Stormwater
Birch Bay Stormwater Asset Management Program

Introduction:
In 2012, Washington Department of Ecology added the Birch Bay area of Whatcom County to its Phase II MS4 Permit. This requires that the permit be implemented for Birch Bay gradually according to the multi-year timeline that has been put forth by Ecology. The proposed scope of work below will provide a baseline condition for the County’s stormwater assets and satisfy the County’s near-term obligations for inspection of these assets.

This scope of work is intended to assist Whatcom County with its NPDES Phase II Stormwater Management Program (SWMP) and data collection for the hydraulic analysis of the Central Reach sub-watersheds of Birch Bay. The Stormwater Assets Inspection and Condition Assessment done for the Bellingham/Ferndale/Lake Whatcom portion of the Phase II area are to be modified to include the Birch Bay area for inspection and data collection. This contract will include the inspection of catch basins, roadway and driveway culverts, pipe ends, ditches, and outfalls in the Birch Bay Central Reach subwatershed. Data collection will also include survey quality data (horizontal and vertical location) that the County needs for the subwatershed hydraulic modeling work currently underway for the Central Reach sub-watershed.

It is assumed that this scope will be implemented in conjunction with Wilson Engineering continuing to use Cartegraph Computerized Maintenance Management Software (CMMS) for the County stormwater asset data as used in a prior contract for the Stormwater Asset Management Program in the other applicable unincorporated areas of Whatcom County.

This scope of work is intended to help the County meet the following goals:
1. Compliance with the requirement for implementing a stormwater maintenance and operations program for Birch Bay. This includes formalizing and instituting "maintenance standards that are as protective, or more protective, of facility function than those specified in Chapter 4 of Volume V of the 2005 Stormwater Management Manual for Western Washington."
2. Compliance with requirements for assessment of the condition of the County’s MS4 facilities in Birch Bay.

Detailed Scope of Work

PART A – Stormwater Assets and Condition Assessment

The tasks below have been modified to describe only the portions to be included in Part A of the work.

Task 1. Project kickoff
- Coordination and project update meetings with County and consultant staff. Four total.

Task 2. Stormwater Inspection and Maintenance Practices and Standards
Develop condition assessment standards, condition assessment forms, maintenance standards, and maintenance inspection forms for new asset types (culvert, ditches, and outfalls).
- Develop inspection and maintenance standards based on the 2012 Stormwater Management (SWM) Manual for Western Washington. Add County-specific requirements. Coordinate with County staff to develop standard maintenance and inspection forms and condition assessment standards to ensure that County procedures are captured and forms are user-friendly.
- Coordinate with Stormwater GIS staff to share techniques to be used in data conversion of stormwater asset features. Verify compatibility of data collection and reports with database. Revise forms as needed.
- Prepare Cartegraph Inspection and Maintenance Tracking Form for each new asset type.
• Review lessons learned from first phase of project and modify inspection procedures and condition evaluations while maintaining continuity with the first phase of inspections.

Task 3. Create Stormwater Asset Management database for NPDES Phase 2 area

Add to stormwater asset management database by incorporating existing stormwater asset data for Birch Bay. The database will allow for the tracking and reporting permit requirements as well as making the SWMP implementation more manageable and more efficient. Wilson will develop standard rules for the database and database elements, transform the existing stormwater asset data to conform to the new rules, and complete the asset management database.

• Develop database standardization rules for 3 new asset types.
• Rework existing stormwater asset data to conform to rules.
• Populate asset management database with reworked data.
• Prepare for collection and incorporation of asset information into existing database.
• Provide data summary reports using Cartegraph.
• Update “Inspection Instructions and Repair Checklist” to include 3 new asset types.
• Provide final report summarizing approach, observations, data, and recommendations.
• Export Cartegraph inspection condition categories to ESRI geodatabase.
• Import inspections into geodatabase feature class; provide updated metadata.
• Provide updated electronic ESRI geodatabase.

Task 4. Stormwater Assets Inspection and Condition Assessment

The scope includes inspecting the stormwater assets in the NPDES Phase II area. Inspections will follow the permit requirements and will use the new conditions assessment database forms. Import field data into asset management database. Work will include:

• Preparation and Coordination of fieldwork. Coordination with County M&O to ensure assets are cleaned prior to inspection, loading and unloading of assets to handheld data collector, prepare schedule of inspections and provide to County M&O, etc.
• Inspections of mapped assets—187 catch basins and inlets, 296 driveway culvert ends, 172 road culvert ends, 12 outfalls, and 91 ditch points.
• Inspections of unmapped assets — 250 driveway culvert ends, 80 road culvert ends, 50 pipe ends and 100 ditch points.
• Extra time to locate unmapped, unfound, or otherwise assets desired to be inspected (Estimated Allotment).
• Follow up inspections — Inspecting assets that could not be located or accessed for whatever reason (Estimated allotment).
• Import inspection and conditions data into the asset management database.

Task 5. Project Management

This task includes coordinating team activities, tracking and reporting expenditures monthly, and providing schedule updates.
Deliverables:

2. Inspection and condition assessment field data collection forms (electronic Cartegraph forms).
3. Revised asset management database with new asset types.
4. Additions to asset management database (from fieldwork).
5. Inspection and condition assessment report forms (electronic Cartegraph forms).
6. Revisions to inspection and assessment training manuals for new asset types.
8. Revised ESRI geodatabase with data imported and exported from Cartegraph.

**PART B – Field Surveying**

The scope of work includes the following tasks:

**Task 1. Meet to coordinate work.**

**Task 2. Conduct required field surveys.**

- Land survey a portion of total catch basins, roadway culvert ends, driveway culvert ends, outfalls, ditches, and streams. (Estimated allotment based on anticipated corridors to be determined after completion of early phases of scope of work).
- Acquire survey grade data on location and elevation for each identified structure.

**Task 3. Project management.**

Deliverables:

1. ASCII file of survey data and copies of field notes.
2. Stamped map and AutoCAD file of surveyed points.
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<th>Project Mgr</th>
<th>Project Engineer</th>
<th>GIS Analyst</th>
<th>Stormwater Asset Inspector</th>
<th>PLS</th>
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<tr>
<td>Travel Time within Project (20 hours)</td>
<td>20</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,700</td>
</tr>
<tr>
<td>Time spent Searching (10%)</td>
<td>40</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,700</td>
</tr>
<tr>
<td>Follow up inspections (10%)</td>
<td>41</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,409</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>2</td>
<td>30</td>
<td>28</td>
<td>597</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>53,901</td>
</tr>
<tr>
<td><strong>Task 5 - Project Management</strong></td>
<td>128</td>
<td>113</td>
<td>96</td>
<td>86</td>
<td>125</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Coordinate with team</td>
<td>6</td>
<td>6</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,707</td>
</tr>
<tr>
<td>Track and report progress expenditures monthly</td>
<td>6</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>788</td>
</tr>
<tr>
<td>Develop Timeline and Update periodically</td>
<td>4</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>452</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>14</td>
<td>10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,922</td>
</tr>
<tr>
<td><strong>Part A Total</strong></td>
<td>253</td>
<td>192.2</td>
<td>180.6</td>
<td>557.6</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>81,473</td>
</tr>
</tbody>
</table>

Assumptions:
* No work to interpret or seek clarification of extent of Ph. II NPDES Permit or verify County compliance.
** County is moving toward Cartography for management of the data, but wishes to continue parallel path with functionality using ARC.

**BUDGET NARRATIVE**

Contract amounts shall not exceed the total amount referenced herein Exhibit "B". 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. Costs of alcoholic beverages are not eligible for reimbursement. Reimbursement for air travel (if applicable) will be at coach rates. 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.
### Task 1 - Project Meetings

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Project Mgr</th>
<th>Survey Tech</th>
<th>Senior Survey Tech</th>
<th>PLS</th>
<th>2-Person Survey Crew</th>
<th>Subcontractor Fee or Expense</th>
<th>Markup</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Meeting (1)</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$205</td>
<td>-</td>
<td>$205</td>
</tr>
</tbody>
</table>

**Sub-Total:** $296

### Task 2 - Stormwater Assets Surveying

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Project Mgr</th>
<th>Survey Tech</th>
<th>Senior Survey Tech</th>
<th>PLS</th>
<th>2-Person Survey Crew</th>
<th>Subcontractor Fee or Expense</th>
<th>Markup</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Control Points and Set Up</td>
<td>8</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$765</td>
<td>-</td>
<td>$765</td>
</tr>
<tr>
<td></td>
<td>Land Survey - Catch Basins (50)</td>
<td>1</td>
<td>6</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,041</td>
<td>-</td>
<td>$1,041</td>
</tr>
<tr>
<td></td>
<td>Land Survey - Inlet/Outlet X-Over (100)</td>
<td>3</td>
<td>25</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$4,691</td>
<td>-</td>
<td>$4,691</td>
</tr>
<tr>
<td></td>
<td>Land Survey - Driveway Culvert Ends (50)</td>
<td>1</td>
<td>9</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,364</td>
<td>-</td>
<td>$1,364</td>
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<tr>
<td></td>
<td>Land Survey - Outfalls (12)</td>
<td>1</td>
<td>6</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,002</td>
<td>-</td>
<td>$1,002</td>
</tr>
<tr>
<td></td>
<td>Land Survey - Oqtch Basin (50)</td>
<td>1</td>
<td>10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,523</td>
<td>-</td>
<td>$1,523</td>
</tr>
<tr>
<td></td>
<td>Land Survey - Stream Section (20)</td>
<td>1</td>
<td>10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,622</td>
<td>-</td>
<td>$1,622</td>
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<tr>
<td></td>
<td>Field Visits (10%)</td>
<td>1</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,107</td>
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<td>$1,107</td>
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<tr>
<td></td>
<td>Map of Survey Points (issued by PLS)</td>
<td>8</td>
<td>10</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>$1,994</td>
<td>-</td>
<td>$1,994</td>
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</table>

**Sub-Total:** $14,218

### Task 3 - Project Management

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Project Mgr</th>
<th>Survey Tech</th>
<th>Senior Survey Tech</th>
<th>PLS</th>
<th>2-Person Survey Crew</th>
<th>Subcontractor Fee or Expense</th>
<th>Markup</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Coordinate with team</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$505</td>
<td>-</td>
<td>$505</td>
</tr>
<tr>
<td></td>
<td>Track and report progress expenditures</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$298</td>
<td>-</td>
<td>$298</td>
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</table>

**Sub-Total:** $703

### Part B Total (Field Surveying)

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Project Mgr</th>
<th>Survey Tech</th>
<th>Senior Survey Tech</th>
<th>PLS</th>
<th>2-Person Survey Crew</th>
<th>Subcontractor Fee or Expense</th>
<th>Markup</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total:** $15,231

---

See BUDGET NARRATIVE on previous page.
CERTIFICATE OF LIABILITY INSURANCE

1/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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

CONTACT NAME: Rita Larsen
PHONE: (360) 734-1161
FAX: (360) 734-1173

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Northwest
INSURER B: Seabright Ins Co

COVERAGE NUMBER: CL124412654
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.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER: CL124412654</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X</td>
</tr>
<tr>
<td>TYPE OF INSURANCE</td>
<td>ADDED LIMIT</td>
</tr>
<tr>
<td>A</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>DAMAGES TO OWNED PREMISES (TOTAL)</td>
</tr>
<tr>
<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
</tbody>
</table>

AUTOMOBILE LIABILITY

| TYPE OF INSURANCE | ADDED LIMIT | POLICY NUMBER | DATE |
| A | EACH OCCURRENCE | BODILY INJURY (Per person) | 4/1/2012 | 4/1/2013 |
| | BODILY INJURY (Per person) | MEDICAL EXPENSES | 1,000,000 | 5,000 |
| | MEDICAL EXPENSES | OTHER OCCURRENCE | 2,000,000 | |
| | OTHER OCCURRENCE | AGGREGATE | 2,000,000 | |

UMBRELLA LIABILITY

| TYPE OF INSURANCE | ADDED LIMIT | POLICY NUMBER | DATE |
| A | EACH OCCURRENCE | WC STATUTORY LIMIT | 4/1/2012 | 4/1/2013 |
| | GC: EACH OCCIDENT | E.L. EACH ACCIDENT | 100,000 |
| | E.L. EACH ACCIDENT | E.L. DISEASE - EA EMPLOYEE | 100,000 |
| | E.L. DISEASE - EA EMPLOYEE | E.L. DISEASE - POLICY LIMIT | 500,000 |

EVEN LIABILITY / STOP GAP

| TYPE OF INSURANCE | ADDED LIMIT | POLICY NUMBER | DATE |
| A | EACH OCCURRENCE | 1,000,000 |
| | AGGREGATE | 1,000,000 |

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

Additional insured form CG8412 12/03 attached. Project: Birch Bay Stormwater Asset Management

CERTIFICATE HOLDER

Whatcom County Public Works
Civic Center Annex
322 N Commercial Street
Suite 301
Bellingham, WA 98225

AUTHORIZED REPRESENTATIVE

Ron Thorneycroft /RFM

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>Ref #</th>
<th>Description</th>
<th>Coverage Code</th>
<th>Form No.</th>
<th>Edition Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Underinsured motorist combined single limit</td>
<td>UNCSl</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limit 1</td>
<td>Limit 2</td>
<td>Limit 3</td>
<td>Deductible Amount</td>
<td>Deductible Type</td>
</tr>
<tr>
<td>1,000,000</td>
<td>300</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Ref #</td>
<td>Description</td>
<td>Coverage Code</td>
<td>Form No.</td>
<td>Edition Date</td>
</tr>
<tr>
<td></td>
<td>U.S. longshore &amp; harbor WC act</td>
<td>USLH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limit 1</td>
<td>Limit 2</td>
<td>Limit 3</td>
<td>Deductible Amount</td>
<td>Deductible Type</td>
</tr>
<tr>
<td></td>
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</table>
### 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>twh</td>
<td>1/8/13</td>
<td></td>
<td>1/15/13</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>
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</tr>
<tr>
<td>Prosecutor:</td>
<td>RsW</td>
<td>1-8-13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>Bg</td>
<td>11/8/15</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>

**TITILE OF DOCUMENT:** Professional Service Contract for Government Affairs for the Benefit of City, County and Port.

**ATTACHMENTS:** Interlocal Agreement with Attachment “A” Contract for Services 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.)

Interlocal Agreement between the City of Bellingham, Whatcom County and the Port of Bellingham for the provision of professional services related to government affairs for the City of Bellingham, Whatcom County and the Port of Bellingham.

**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.
INTERLOCAL AGREEMENT FOR
JOINT CONSULTATION AND GOVERNMENT AFFAIRS SERVICES

This Interlocal Agreement for Government Affairs Consultant Services (the "Agreement") is entered into this _____ day of January, 2013 by and between the City of Bellingham (the "City"), Whatcom County (the "County") and the Port of Bellingham (the "Port"). The three governments are collectively the "Governments".

WHEREAS, the Governments jointly participated in an RFQ process to select a consultant according to all applicable law to provide joint consultation and government affairs services.

WHEREAS, McBride Public Affairs, LLC (the "Consultant") was selected by the Governments to provide the joint consultation and government affairs services

WHEREAS, the City has negotiated a contract with the Consultant to provide the joint consultation and government affairs services (the "Contract"). A copy of the Contract is attached hereto as Exhibit "A".

WHEREAS, Chapter 39.34 RCW entitled "Interlocal Cooperation Act" permits local governments to cooperate and form agreements with one another.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Purpose. The purposes of this Agreement is to (i) fund the joint consultation and government affairs services provided by the Consultant, (ii) jointly direct the work of the Consultant and (iii) jointly receive the benefit of the joint consultation and government affairs services.

2. Duration. This Agreement shall remain in effect until (i) the joint consultation and government affairs services provided by the Consultant have been completed or the Contract has otherwise been extended or terminated, (ii) all sums due the Consultant have been paid, and (iii) all sums due by Whatcom County and the Port to the City have been paid.

3. Organization - City as Lead Agency. The City is hereby designated as the lead agency and shall administer the Contract. Except as provided herein the City shall not charge the other Governments for administering the Contract.

4. Manner of Financing - Payment by the Governments. The City will pay, when due, the uncontested portion of each invoice from the Consultant under the Contract. Unless another allocation for a particular task is agreed to in advance of the Consultant performing that task, the Governments shall split one-third (1/3rd) each the cost of the services provided by the Consultant under the Contract. The City will forward a copy of
the invoice to the Port and Whatcom County and each will pay their respective share to
the City within thirty (30) days of receipt of the invoice. Notwithstanding the limitation on
the City charging for administering the Contract, in any litigation involving the Contract the
Governments shall split one-third (1/3\textsuperscript{rd}) each the cost of such litigation, including
reasonable attorney fees (City Attorney's Office or outside counsel) and the cost of any
settlement. The City will not settle any dispute without the concurrence of the other
Governments.

5. **Management - Project Managers.** The persons listed below are the project
managers (the "Project Managers") for the work of the Consultant under the Contract.
They are the contact persons for each of the Governments. The Project Managers shall
(i) approve the original scope of work or any change to the scope of work in the Contract
as needed, (ii) provide any needed input to the Consultant, and (iii) receive any
communications or information from the Consultant.

<table>
<thead>
<tr>
<th>City Project Manager</th>
<th>Mayor Kelli Linville</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County Project Manager</td>
<td>Executive Jack Louws</td>
</tr>
<tr>
<td>Port of Bellingham Project Manager</td>
<td></td>
</tr>
</tbody>
</table>

6. **Access and information.** The Governments will all have reasonable access to
the Consultant. All information or work product developed by the Consultant pursuant to
the Contract and provided to the City shall be provided to the other Governments.

7. **Other Contracts.** Nothing herein shall preclude any of the Governments from
employing the Consultant for other work not inconsistent with the consultation and
government affairs services provided by the Consultant pursuant to the Contract.

8. **Notices.** All notices, demands, requests, consents and approvals which may, or
are required to be given by any party to any other party hereunder, shall be in writing and
shall be deemed to have been duly given if delivered personally, sent by facsimile, sent
by a nationally recognized overnight delivery service, or if mailed in the United States mail
and sent by certified mail, return receipt requested and postage prepaid to the respective
Project Manager at the Governments main office. All notices shall be deemed complete
upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed
original document, and retransmission of any signed facsimile transmission, shall be the
same as delivery of an original document.

9. **Amendment.** No modification, termination or amendment of this Agreement may
be made except by written agreement signed by the Board of Commissioners of all
parties hereto.

10. **Counterparts.** This Agreement may be executed in any number of counterparts,
and each such counterpart hereof shall be deemed to be an original instrument, but all
such counterparts together shall constitute but one agreement.
11. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12. ** Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**EXECUTED,** this _____ day of January, 2013, for the **CITY OF BELLINGHAM:**

**Departmental Approval:**

________________________
**Mayor**

**Attest:**

________________________
**Finance Director**

DATED this __ day of January, 2013.

**WHATCOM COUNTY, WASHINGTON**

________________________
**Jack Louws, County Executive**

Approved as to Form:

________________________
**Rob Fix, Executive Director**

Approved as to Form:

________________________
**Deputy Prosecuting Attorney**

DATED this ___ day of January, 2013

**PORT OF BELLINGHAM**

**Counsel for the Port**

INTERLOCAL AGREEMENT FOR
JOINT CONSULTATION AND
GOVERNMENT AFFAIRS SERVICES
PAGE NO. 3
11. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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**EXECUTED,** this ______ day of January, 2013, for the CITY OF BELLINGHAM:

**Departmental Approval:**

__________________________
Mayor

__________________________
Department Head

**Attest:**

__________________________
Finance Director

**Approved as to Form:**

__________________________
Office of the City Attorney

DATED this ___ day of January, 2013.

**WHATCOM COUNTY, WASHINGTON**

__________________________
Jack Louws, County Executive

**Approved as to Form:**

__________________________
Deputy Prosecuting Attorney

INTERLOCAL AGREEMENT FOR
JOINT CONSULTATION AND
GOVERNMENT AFFAIRS SERVICES
PAGE NO. 3

__________________________
Rob Fix, Executive Director

**Approved as to Form:**

__________________________
Counsel for the Port
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EXECUTED, this _______ day of January, 2013, for the CITY OF BELLINGHAM:

Departmental Approval:

________________________________________
Mayor

________________________________________
Department Head

Attest:

________________________________________
Finance Director

________________________________________
Approved as to Form:

Office of the City Attorney

DATED this ___ day of January, 2013.

WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

Approved as to Form:

________________________________________
Deputy Prosecuting Attorney

INTERLOCAL AGREEMENT FOR
JOINT CONSULTATION AND
GOVERNMENT AFFAIRS SERVICES
PAGE NO. 3

DATED this ___ day of January, 2013

PORT OF BELLINGHAM

Rob Fix, Executive Director

Approved as to Form:

________________________________________
Counsel for the Port
DRAFT

AGREEMENT FOR CONSULTANT SERVICES
CITY OF BELLINGHAM - MCBRIDE PUBLIC AFFAIRS LLC

The CITY OF BELLINGHAM, a first-class municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and MCBRIDE PUBLIC AFFAIRS LLC, 3300 Oldstead Ct. SE, Olympia Washington 98501 (hereinafter the "Consultant"), in consideration of the mutual covenants herein, agree as follows:

I. OBJECTIVE. The objective of this Agreement is the provision of personal professional services related to government affairs for the City of Bellingham, Whatcom County, and the Port of Bellingham (referred to collectively as the "Governmental Agencies" or individually as a "Government Agency" herein). The Consultant shall perform such consultation and government affairs services in conformance with the terms and conditions contained herein and such work shall be collectively referred to herein as the "Services" as further set forth in Article III below. The City shall assume lead agency functions with respect to this contract for the collective benefit of the City, Whatcom County, and the Port of Bellingham.

II. RESPONSIBLE OFFICERS.

A. The City designates the Mayor as its Project Manager for the Project. The Project Manager is the City's liaison officer to the Consultant for all purposes in carrying out the Project.

B. The Consultant designates Tom McBride and Ben Buchholz as its sole Representatives for liaison with the Government Agencies and for performance of the Services.

III. SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND SERVICES SCHEDULE. Consultant agrees to carry out the following work (the "Services" as referenced at section I above.) to the satisfaction of the Project Manager:

See Exhibit "A" attached and incorporated herein by this reference.

IV. TIME OF BEGINNING AND COMPLETION AND CONDITION PRECEDENT. The effective term of this Agreement shall be _______ through _________ notwithstanding the date of execution. In no case shall the months actually worked cause the maximum payable (Section V.) hereunder to increase without the express prior written consent of the parties. Notwithstanding the term set forth in this Section, this Agreement shall be effective only after an interlocal agreement for cost sharing of the payment set forth herein is approved by each legislative authority of the Government Agencies.

V. PAYMENT.
A. The maximum payable to Consultant under this Agreement is ninety thousand dollars ($90,000), which amount shall be inclusive of any out of pocket expenses included in Items B and D in this section.

B. Payments to the Consultant will be made monthly in the amount of seven thousand five hundred dollars ($7,500) for Services performed and completed during the previous month. Such payment shall be full compensation for Services performed, including, but not limited to, all labor, materials, supplies, equipment and incidentals. Consultant agrees to make himself available to the Government Agencies throughout the term of this Agreement, however, the parties recognize that the nature of consulting work fluctuates, for instance, during the legislative session the time commitment is greater, while during the legislative interim the time may be less. Therefore, the parties intend that the amount of compensation herein reflects the total services rendered by Consultant to the Government Agencies over the entire term of the contract outlined in Section IV above. A narrative progress report shall be provided each month, prior to payment, which shall include a brief description of work performed under each of the elements of the Scope of Work, meetings attended and delivery of work products, the status of any key project underway, and any other relevant information.

C. The cost records and accounts pertaining to this Agreement (see section XVI below) are to be kept available for inspection by representatives of the Government Agencies or any other governmental agency with jurisdiction for a period of three (3) years after final payment.

D. The basis for payment hereunder is the monthly installment amount set forth above for each month worked during the duration of this Agreement, payable after the services are satisfactorily rendered, including filing the report required above. The monthly amount is inclusive of compensation for the Services, as well as all expenses including mileage, meals, parking, long distance phone/cell calls on behalf of the Government Agencies, expenses related to attendance at relevant meetings and conferences including travel expenses for airfare, hotel and meals and office expenses. The initial payment to the Consultant is due January 20, 2013.

VI. CHANGES AND ADDITIONAL WORK.

A. Upon request of the City, following consultation with the other Government Agencies, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.

B. The City may, at any time following consultation with the other Government Agencies, by written order direct the Consultant to revise portions of the Services previously completed in a satisfactory manner, delete portions/aspects of the Services, make other changes within the general scope of the Services to be performed under this Agreement, or request other
additional work not reasonably implied by the scope of the Services. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any part of the Services under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

VII. INFORMATION AND WORK PROVIDED BY THE CITY. Such information as is possessed by the Government Agencies and is useful or necessary to the Consultant in order to carry out the Services shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. The Government Agencies are not required to retain additional consultants, do research or obtain additional information for use by the Consultant at the expense of the Government Agencies.

VIII. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; 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, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City 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, gift or contingent fee.

B. During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ of the any of the Government Agencies (except regularly retired employees) without written consent of the Government Agency.

C. This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

D. Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of any of the Government Agencies. Any and all claims that may or might arise under the
Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.

E. None of the Services covered by this Agreement shall be subcontracted by the Consultant without the prior written consent of the City, executed by its Project Manager. The Consultant shall be as fully responsible under this Agreement for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

IX. CONFLICT OF INTEREST.

A. Consultant covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of the Services under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.

B. No officer, employee or agent of any of the Government Agencies who exercises any functions or responsibilities in connection with the performance of the Services shall have any personal interest, direct or indirect, in this Agreement.

C. During the term of this Agreement it is understood and agreed that Consultant may enter into other agreements to provide government affairs services on behalf of other entities. In the event that any such subsequent agreement appears to present a potential conflict of interest, Consultant shall consult with the Government Agencies and obtain the Government Agency’s consent to waive the conflict. It is further understood that merely advocating for or against issues common to the Government Agencies and other entities with similar positions on an issue does not constitute a conflict of interest.

X. DISPUTE RESOLUTION, ATTORNEYS’ FEES AND APPLICABLE LAW.

A. The City and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Services or involves any defect in the work of Consultant, or its contractors or subcontractors. In the event of material disagreements between the City’s Project Manager and the Consultant’s Representatives arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Manager and the Consultant (or a designated representative reasonably acceptable to the City), all of whom shall use their best efforts to timely resolve the dispute.
B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

XI. TERMINATION.

A. In the event of the death or disability of the Consultant which renders Consultant unable to perform the Services pursuant to this Agreement the City may summarily terminate this Agreement and Consultant will be paid for all work performed up to the date of termination. Termination under this Section shall be effective upon receipt of written notice thereof.

B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to budgetary constraints, and prior to its normal completion, the City 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 City deems that the continuation of the Services covered by this Agreement is no longer in the best interest of the Government Agencies, the City may summarily terminate this Agreement in whole without further liability notwithstanding any other termination provision of this Agreement; provided that the Consultant has been paid in full for Services satisfactorily completed prior to termination. Termination under this Section shall be effective upon receipt of written notice thereof.

C. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Consultant shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Consultant in performing the Services to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the Government Agencies of the Services which have been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed Services or other work.
D. Upon receipt of a termination notice, the Consultant shall promptly discontinue all Services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Government Agencies all data, reports, estimates, summaries, and such other information and materials as the Consultant or its subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically in performing the Services where the City has reimbursed the Consultant therefor. The City may thereafter, at its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of Services completed to the date of termination.

E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. LEGAL RELATIONS AND INSURANCE.

A. The Consultant shall comply, and shall ensure its subconsultants comply, with all applicable ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the Services to be performed under this Agreement.

B. The Consultant shall defend, indemnify and hold harmless each of the Government Agencies, their officers, employees, principals and agents from any and all injury or damage to the Government Agencies or their property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Consultant, its agents, employees, representatives or subcontractors in performing the Services under this Agreement. In the event of any claim against any of the Government Agencies or against both a Government Agency and the Consultant involving an allegation of negligence, intentional act, or breach of duty on the part of the Consultant, the Consultant shall be responsible for promptly providing a defense to the Government Agency. In the event of an ultimate finding of sole negligence by the Government Agency, the duties with respect to defense and indemnification shall not apply. In the event of an ultimate finding of concurrent negligence by the Consultant and a Government Agency, the Consultant's responsibility for defense costs and for satisfying any judgment shall be proportionate to the percentage of the Consultant's negligence or that of its agents, employees, representatives and subcontractors. In the event of an ultimate finding of no negligence by the Government Agency, the Consultant shall have total responsibility for defense costs and for satisfying any judgment.
C. The Consultant specifically agrees to defend and indemnify the Government Agencies from claims or suits brought by Consultant's own employees. For this purpose, Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

D. The rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

E. Prior to execution of the Agreement, the Consultant shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City. In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Consultant a reasonable opportunity to find alternate insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days' notice of cancellation.

F. Consultant shall procure and keep in force during the term of this Agreement, at Consultant's own expense, automobile liability insurance coverage, automobile liability affording limits of liability of $500,000.00 as a combined single limit per accident for bodily injury and property damage, on all vehicles used by the Consultant in the performance of its duties under this Agreement.

XIII. ASSIGNMENT. The Consultant shall not subcontract or assign any of the work covered by this Agreement without the prior, express written consent of the City.

XIV. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Consultant agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XV. COMPLIANCE WITH LOCAL LAWS: The Consultant shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances and codes of the State and local governments.

XVI. ACCOUNTING AND AUDIT: The Consultant agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the Government Agencies or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

XVII. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

Page | 7
City: City of Bellingham
210 Lottie Street
Bellingham, WA 98225
Attn: Mayor

[Add contact for County and Port]

Consultant: McBride Public Affairs LLC
3300 Oldstead Ct. SE
Olympia, WA 98501
Attn: Tom McBride

XX. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this ______ day of ______________________, 2012 by the Consultant.

______________________________________________________________
Tom McBride

EXECUTED, this ______ day of ______________________, 2012, for the CITY OF BELLINGHAM:

Departmental Approval:

______________________________________________________________
Mayor

______________________________________________________________
Department Head

Attest: Approved as to Form:

______________________________________________________________
Finance Director

______________________________________________________________
Office of the City Attorney
### CLEARANCES

| Originator: | 1/3/2013 |
| Division Head: | |
| Dept. Head: | |
| Prosecutor: | |
| Purchasing/Budget: | |
| Executive: | |

### TITLE OF DOCUMENT:

2012 Reorganization of Whatcom County Approved Council

### ATTACHMENTS:

### 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.)

2012 Reorganization of Whatcom County Approved Council

### 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).
### 2013 WHATCOM COUNTY COUNCIL COMMITTEE PREFERENCE

(✓) Indicates Chair of Committee

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<th>County Council Committee Assignments</th>
<th>At Large</th>
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<th>1st Dist</th>
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<tr>
<td>Council Chairperson</td>
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<td>Council Vice-Chairperson</td>
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<td>Board of Supervisors Chair of FCZD</td>
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**Standing Committees:**

| Finance & Administrative Services                                         | ✓        | ✓        | ✓        | ✓        |         |
| Planning & Development                                                    | ✓        |          |          |          |          |
| Public Works, Health and Safety                                           |          | ✓        |          |          |          |
| Natural Resources                                                          |          |          | ✓        | ✓        |          |

**Other Committee Assignments**

| Bellingham International Airport Advisory                                 |          |          | ✓        |          |          |          |
| Council of Governments (COG) (2)                                           |          |          |          |          |          |          | ✓        |
| Birch Bay Shellfish Protection District Advisory Committee                |          |          |          |          |          |          | ✓        |
| Developmental Disabilities Board                                           |          |          |          |          |          |          | ✓        |
| Drayton Harbor Shellfish Protection District                              |          |          |          |          |          |          | ✓        |
| Flood Control Zone Committee (Ex Officio)                                 |          |          |          |          |          |          | ✓        |
| Intergovernmental Tribal Relations Committee (2)                          |          | ✓        |          |          |          |          |          |
| Integrated Behavioral Health Advisory Board ( replaces Mental Health & Substance Abuse Advisory Committees) |          |          |          |          |          |          | ✓        |
| LEOFF Board                                                               |          |          |          |          |          |          | ✓        |
| Local Emergency Planning Committee (LEPC)                                 |          | ✓        |          |          |          |          | ✓        |
| Marine Resources Committee                                                |          |          |          |          |          |          | ✓        |
| Medic One Oversight Board                                                 |          |          |          |          |          |          | ✓        |
| North Sound Mental Health Administration                                  |          |          |          |          |          |          | ✓        |
| Northwest Clean Air Agency                                                |          |          |          |          |          |          | ✓        |
| Northwest Regional Council (NWRC)                                        |          |          |          |          |          |          | ✓        |
| Opportunity Council                                                       |          |          |          |          |          |          | ✓        |
| Portage Bay Shellfish Protection District                                 |          |          |          |          |          |          | ✓        |
| Public Defense Advisory                                                   |          |          |          |          |          |          | ✓        |
| Public Health Advisory Board                                              |          |          |          |          |          |          | ✓        |
| Solid Waste Advisory                                                      |          |          |          |          |          |          | ✓        |
| WSAC Legislative Steering Committee                                       |          |          |          | ✓        |          |          | ✓        |
| Whatcom Transit Authority                                                  | ✓        |          |          |          |          |          | ✓        |
# WHATCOM COUNTY COUNCIL MEMBERS

## 2013

### Council at Large

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Term Expires</th>
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<td></td>
<td>Bill Knutzen</td>
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### District I

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<tr>
<td>A</td>
<td>Kathy Kershner</td>
<td>1-2014</td>
<td>220-7535</td>
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<tr>
<td>B</td>
<td>Pete Kremen</td>
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<tbody>
<tr>
<td>A</td>
<td>Ken Mann</td>
<td>1-2014</td>
<td>483-6020</td>
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<tr>
<td>B</td>
<td>Sam Crawford</td>
<td>1-2016</td>
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### District III

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<td>A</td>
<td>Carl Weimer</td>
<td>1-2014</td>
<td>384-5919</td>
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<tr>
<td>B</td>
<td>Barbara E. Brenner</td>
<td>1-2016</td>
<td>384-2762</td>
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**ALL MAIL FOR COUNCIL MEMBERS SHOULD BE SENT TO THE FOLLOWING ADDRESS:**

WHATCOM COUNTY COUNCIL  
311 GRAND AVENUE, SUITE 105  
BELLINGHAM, WA  98225  
(360) 676-6690  
FAX: (360) 738-2550  
council@co.whatcom.wa.us
2013 WHATCOM COUNTY COUNCIL COMMITTEES

Finance and Administrative Services Committee
Council Meeting - Tuesdays

Natural Resources Committee
Council Meeting - Tuesdays

Planning and Development Committee
Council Meeting - Tuesdays

Public Works, Health and Safety Committee
Council Meeting - Tuesdays

Bellingham International Airport Advisory Committee (BIA)
Meets every other month – 2nd Thursday at 9:30 a.m. - First meeting is January 10, 2013 (meetings held at General Aviation Terminal, 4201 Mitchell Way)

Purpose: To serve as an advisory board for the management of the Bellingham International Airport and the Port Commission. This committee will address concerns over the policies, direction, and impact of BIA upon the Whatcom County community. It will maintain awareness of the economic mandate placed upon the Port which affect policy decisions and apply such knowledge in reaching any recommendations which are to be directed to the Aviation Manager.

Birch Bay Shellfish Protection District Advisory Committee
Meets twice a year in coordination with the Birch Bay Watershed and Aquatic Resources Management Advisory Committee (BBWARM) (meetings held at the Fire Station 62, 9001 Semiahmoo Parkway, Blaine)

Purpose: The Advisory Committee advises the County Council on the proposed actions and operations relating to the restoration of water quality in Birch Bay.

Whatcom Council of Governments (WCOG)
Meets Monthly – typically 2nd Wednesday at 3:30 p.m.
(Two representatives from County Council – Both will serve on the Full Council and one of the two will serve also on the Executive Board & Transportation Policy Board) First meeting scheduled January 23, 2013. (meetings held at 314 E. Champion)

Purpose: Whatcom Council of Governments is a body of representatives, mostly elected officials that act together in reviewing and solving regional issues. They are supported by a small staff. Much of the work accomplished relates to transportation issues of every kind.

The Washington State Governor has reposed special trust in the WCOG by designating it as both the Metropolitan Planning Organization (MPO) and the
Regional Transportation Planning Organization (RTPO). Local elected officials make decisions about roads and other transportation topics as members of this organization.

Developmental Disabilities Board
Meets Monthly – 4th Monday at 4:30 p.m. (will not meet in April, May June, August and December) (meetings held at Saint Luke’s Community Health Education Center)

Purpose: The Board shall serve in an advisory capacity to the department of Developmental Disabilities Services. The Board plans services for developmentally disabled people and coordinates those services. Residents of Whatcom County. Members shall include but not be limited to representatives of public, private, or voluntary agencies, representatives of local government units and citizens knowledgeable about developmental disabilities.

Drayton Harbor Shellfish Protection District Advisory Committee
Meets every other month – 3rd Wednesday at 4 p.m. (meetings held at the Blaine Marina Conference Room)

Purpose: Members must be property owners that reside within the Shellfish Protection District or have a direct interest from one of the following groups: Commercial Shell fishing, Agriculture, Ports, Fish Processing, Recreational Boating, Blaine City Council, or Drayton Harbor Management Committee. The board’s duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor watershed.

Flood Control Zone Advisory
Meets every month – 2nd Thursday at 7 p.m. (meetings held at the Senior Center – January through April)

Purpose: Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed and the other watersheds within Whatcom County. Serves as an Ex-Officio member (non-voting).

Integrated Behavioral Health Advisory Board
Meets every other month – 2nd Monday at 12 p.m. – First meeting is March 11, 2013 (meetings held at Saint Luke’s Community Health Education Center)

Purpose: The Board provides general advice on community needs, programming, service priorities, and public resource allocation related to people with behavioral health disorders (chemical dependency and mental illness). Members include people in recovery from addiction, consumers and family members of people with mental illness, and people with professional expertise in behavioral health.

I:/Committees/2013/Council Committees
LEOFF Board
Meets Monthly - 2nd Wednesday at 9 a.m.
(meetings held in County Executive Conference Room)

Purpose: The Whatcom County law enforcement officers' and firefighters' disability board is established pursuant to RCW 41.26.110. The board has jurisdiction involving members of the "Washington Law Enforcement Officers' and Firefighters' Retirement System" of Whatcom County, other than members covered by a city which has established its own disability board. Such board shall act upon and either approve or disapprove all claims for disability from those within its jurisdiction.

Local Emergency Planning Committee (LEPC)
Meets Quarterly – 1st meeting is January 22, 2013 at 1:30 p.m.
(meeting location to be determined)

Purpose: The LEPC was created in 1987 to fulfill local hazardous materials responsibilities designated by congress in the Superfund Amendment Reauthorization Act (SARA) Title III. The state of Washington implemented the congressional mandate with the adoption of WAC 118.

Also known as the Emergency Planning and Community Right-to-Know Act (EPCRA), the legislation requires LEPCS to develop a local hazardous materials response plan and to maintain public files that show chemical inventories of facilities regulated by the Act. The Whatcom County Sheriff’s Office Division of Emergency Management facilitates the activities of the LEPC. The Sheriff is Chair of the Committee.

It was the legislative intent of the Act that LEPCS be composed of a broad cross-section of the community including: state and local elected officials, response organizations, health officials, community groups, concerned environmental organizations and regulated businesses and industries.

Marine Resource Committee
Meets Monthly – 1st Thursday at 6 p.m.
(meetings held at the City of Bellingham Municipal Court Building Fireplace Room)

Purpose: The Whatcom County marine resource committee will address local marine issues and recommend remedial action to local authorities. The committee will build local awareness of issues, and gather support for remedies consistent with the benchmarks for performance as established in the August 20, 1998 report to the conveners by the Murray-Metcalf northwest straits citizens’ advisory commission.

Mental Health Advisory Board
This Board ends January 14, 2013 – it will be replaced by Integrated Behavioral Health Advisory Board beginning February 1, 2013.
Meets every other month – 2nd Monday at 12 p.m. – First meeting is March 11, 2013 (meetings held at Saint Luke’s Community Health Education Center)
Purpose: The Board shall be broadly representative of the demographic character of the County and the mentally ill persons served therein. The Board plans services for treatment of the mentally ill; members include community representatives (government, business, education, families of mentally ill persons, and mental health professionals), residents of Whatcom County.

Substance Abuse Advisory Board
This Board ends January 14, 2013 – it will be replaced by Integrated Behavioral Health Advisory Board beginning February 1, 2013.
Meets every other month – 2nd Monday at 12 p.m. First Meeting is March 11, 2013 (meetings held at Saint Luke’s Community Health Education Center)

Purpose: The Board serves in an advisory capacity to the Human Services Division of the Whatcom County Health Department on all issues related to substance abuse.

Medic One Oversight Board
Meets Quarterly – 1st meeting TBA (meeting location to be determined)

Purpose: The Board is responsible for making all operational and financial recommendations to both councils. The Board will meet at least quarterly to review and make recommendations, as needed, to both City and County Councils regarding administration, operations, levels of service, and EMS financial reporting.

North Sound Mental Health Administration Board of Directors
Meets Monthly - 2nd Thursdays at 1:30 p.m. First meeting is January 10, 2013 (in addition, representative may be appointed to one of four committees: Finance Committee, Executive Personnel Committee, Planning Committee, or Quality Management Oversight Committee) (meetings held in Mount Vernon)

Purpose: The North Sound Mental Health Administration is a Regional Support Network for Island, San Juan, Skagit, Snohomish & Whatcom Counties. They join together to enhance our community’s mental health and support recovery for people with mental illness served in the North Sound region, through high quality culturally competent services.

Northwest Clean Air Agency
Meets Monthly - 2nd Thursday at 1:30 p.m. (will not meet January and July) (meetings held in Mount Vernon office)

Purpose: The Northwest Air Pollution Authority’s seven member Board of Directors establish policies and oversee agency operations. The Board is comprised of a representative from each of the three counties, a representative from each of the three largest cities -- Bellingham, Mount Vernon and Oak Harbor -- and a Member-at-Large selected by the other six members.
Northwest Regional Council
Meets three times a year – Thursdays at 10 a.m. (March 28, June 27 and November 7) *(meetings held at Skagit County Commissioner’s Hearing Room in Mount Vernon)*

*Purpose:* The Northwest Regional Council (NWRC) has been serving people of Island, San Juan, Skagit and Whatcom Counties since 1971. They are governed by a board of directors that is composed of two elected officials from each member county. Efforts are concentrated in planning and implementing services for people who are older or disabled and who need assistance caring for themselves. NWRC funds community-based care programs in order to help people live in their own homes and communities for as long as possible, postponing or eliminating the need for institutional care. *(Meets at Skagit County Commissioners Hearing Room in Mt. Vernon)*

Opportunity Council (OC)
Meets Monthly – 4th Thursday at 4 p.m. First meeting is January 24, 2013 (November & December are combined into one meeting on December 5, 2013) *(does not meet July & August)*

*Purpose:* The Opportunity Council (OC) creates innovative, collaborative solutions and partnerships to meet the needs of disadvantaged person in our communities. Development and Executive staff provide technical assistance, planning, strategic development, financial and organizational direction, leadership on agency-wide systems, and the political and institutional relationships vital to the future of the agency and communities.

The OC plays a key role in the development and ongoing operations of many local, state and national groups that improve the lives of low-income, homeless and disadvantaged persons.

Portage Bay Shellfish Protection District
Meets twice a year or as needed – First meeting is January 8, 2013 *(Civic Center Building First Floor Conference Room)*

*Purpose:* The committee advises the County Council on the proposed actions and operations relating to the restoration of water quality in the Portage Bay Watershed. Members must have a direct interest in the Shellfish Protection District.

Public Defense Advisory Committee
Meets once per year

*Purpose:* The Committee shall submit its observation of the public defender system to the Executive and the County Council not less than annually.

Public Health Advisory Board
Meets every other month – 1st Wednesday at 7 a.m. (January 3, March 7, May 2, July 11, September 5 and November 7) *(meetings held at the Health Department Conference Room)*

I:/Committees/2013/Council Committees
**Purpose:** The Board shall serve in an advisory capacity to the Health Department on all issues related to the County Health Department and its programs. Members are residents of the county, eight of which are appointed by the Executive, subject to the County Council confirmation. One member is appointed by County Council for a term of one calendar year.

**Solid Waste Advisory Committee**  
**Meets Quarterly – 4th Thursday at 5:30 p.m. (January 24, April 25, July 25 and October 24) (meetings held at Civic Center Building, First Floor Conference Room)**

**Purpose:** The Whatcom County solid waste advisory committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues.

The Whatcom County solid waste advisory committee shall advise and make recommendation to the county executive and council on matters within their scope and charge.

**WSAC Legislative Steering Committee**  
**Washington Association of Counties**  
**Meets generally four times a year (during Legislative session)**  
**(January 31, February 21, March 21 and April 18)**

**Purpose:** The Legislative Steering Committee is responsible to prepare and recommended a proposed legislative program for consideration of the membership at the Annual Meeting.

The Legislative Steering Committee shall monitor events of each legislative session and shall be empowered to adopt policy relating to legislation, executive branch policies and operation, and the activities of other organizations and associations.

**Whatcom Transit Authority (WTA)**  
**Meets Monthly – 3rd Thursday at 8 a.m.**

**Executive Committee**  
**Meets Monthly – 2nd Thursday at 8 a.m. (will not meet in January)**

**Purpose:** The Board concurs and approves all matters pertaining to the running of the WTA. Any item over $25,000 must be brought to the Board for approval. In addition, the board member attends the Executive Committee meeting **listed above.** The Board discusses the following: route changes; services offered to the public, service planning; major personnel issues; labor negotiation issues; fiscal issues; funding issues; capital expenditures; major purchases; grants and contracts.
**TITLE OF DOCUMENT:** Request Executive Session for discussion of possible property acquisition.

**ATTACHMENTS:**

**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.)

Discussion regarding a potential property acquisition with County Executive Jack Louws and Sheriff Bill Elfo (Discussion of this item may take place in executive session (closed to the public pursuant to RCW 42.30.110(1)(b))

**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**

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**TITLE OF DOCUMENT:**

**ATTACHMENTS:**

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<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
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<th>Requested Date:</th>
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**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.)

Strategy planning discussion and positions to be taken regarding collective bargaining.
(per RCW 42.30.140(4)(a))

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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*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).*
**TITLE OF DOCUMENT:** Zoning amendment to allow Agricultural Slaughtering Facilities in the Agriculture Zoning District

**ATTACHMENTS:**
1) Staff memo to Council
2) Proposed Ordinance

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*Should Clerk schedule a hearing? (X) Yes ( ) NO Requested Date: 12/04/2012*

**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 proposed amendment would allow for agricultural slaughtering facilities within the Agriculture (AG) zoning district. Agricultural slaughtering facilities no larger than 15,000 square feet would be reviewed as accessory uses. Agricultural slaughtering facilities larger than 15,000 square feet would be reviewed as conditional uses. All agricultural slaughtering facilities must process at least 50 percent agricultural goods produced in Whatcom County and that originate from uses permitted in WCC 20.40.051. Where applicable, incidental edible rendering of animals slaughtered on site shall meet emission standards so as not to cause a public nuisance, or threaten health or safety, or unreasonably infringe upon the use of adjacent property."

**COMMITTEE ACTION:**
10/09/2012: Amended and held in Committee
10/23/2012: Amended and recommended to Council for introduction as amended. (See Council's motion at evening meeting)

**COUNCIL ACTION:**
9/11/2012: Introduced
9/25/2012: Held in Planning & Development Committee to October 9, 2012
10/23/2012: Council Approved 7-0 motion to refer to Committee of the Whole on Nov. 7
11/20/2012: Introduced
12/04/2012: Council held in P & D Committee

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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Memorandum

TO: Whatcom County Council

FROM: Joshua Fleischmann, Planner

THROUGH: Mark Personius, Long Range Planning Manager

DATE: January 8, 2013

SUBJECT: Agricultural Slaughtering Facilities Zoning Text Amendment, RE: PLN2012-00008

This memo is intended to provide further context for discussions regarding the proposed zoning text amendment to allow for agricultural slaughtering facilities within Whatcom County’s Agricultural zoning district. An underlying presumption is that the intent of the amendment is still primarily focused on small scale facilities.

Included in the memo are examples of non-industrial sized slaughtering facilities, limitations of previously discussed size/intensity restrictions, responses to public comments, and potential permitting pathways.

Slaughtering Facility Examples:
According to the Environmental Protection Agency (EPA) document “Technical Development Document for the Final Effluent Limitations Guidelines and Standards for the Meat and Poultry Products Point Source Category (40 CFR 432)”, the EPA considers small slaughtering facilities as those which produce 50 million pounds or less of live weight kill per year. Using 1250lbs as an average cattle weight, a facility that slaughters 109 cattle per day, 365 days per year, would be considered “small scale”. Meanwhile, the Small Business Administration (SBA), through the North American Industry Classification System (NAICS), considers animal slaughtering facilities to be small if they employ fewer than 500 employees. In comparison to facilities that employ 2,000 people and slaughter 5,000 cattle per day, it is reasonable to consider 109 cattle or 500 employees as small. However, in comparison to Keizer Meats in Lynden, these facilities would be considered quite large.

Below is a list of slaughtering facilities, examples of jurisdictional limits on slaughtering facilities, and a feasibility study on a slaughtering facility that are more similar to Keizer Meats and the zoning amendment application, than to the upper limits of what is considered “small scale” by the EPA and SBA.
• Keizer Meats is located on Bob Hall Road, in Lynden, WA. They offer slaughter, and cut and wrap services, as well as a small retail counter. Their entire facility is roughly 2,400 sf and they are permitted to slaughter up to 2,000 animals per year.

• Smucker's Meats is located in Mount Joy, PA. They offer slaughter, processing, jerky, sticks, baloney, ham, bacon, smoked products, sausage, etc. Their facility is 10,000 sf and their weekly capacity is an average of 45 head of cattle, 5 bison, 5-10 hogs, and the occasional sheep & goat. There are 25-35 full time & part time employees.
http://www.extension.org/pages/15737/smuckers-meats

• An anonymous country locker located in the Midwest. They offer slaughter and processing, raw and ready-to-eat sausage, ham, bacon, dried beef, beef jerky, and retail packaging. Their facility is 1875 sf and their weekly capacity is an average of 11 beef and 15 hogs with occasional sheep or goat, plus approximately 3,500 lbs of deer per week for 16 weeks during hunting season, plus turkey and other wild game. There are 8 full time (including owner) and 3 part time employees.
http://www.extension.org/pages/15738/midwestern-country-locker

• Facility in Harvey, ND. They offered slaughter, processing, and limited value-added products. Their facility was 20,000 sf and their weekly volume was 96-192 head (cattle, sheep, goats, bison, hog), though rarely exceed 96. They had 20-30 full time and part time employees at its peak.

• Acre Station Meat Farm is located in Pinetown, NC. They offer slaughter, processing, and value added products (smoking, brining, curing, salting, grinding, sausage making). Their facility is 7,000 sf plus 10,000 sf of retail space. Their capacity is 80 hogs or 7 cattle per day. There are 23 full time and 2-3 part time employees, 11 of which are involved in process or cleanup.
http://www.extension.org/pages/22451/acre-station-meat-farm

• PT Farm is located in North Haverhill, NH. They recently relocated to a larger facility that is 9,000 sf.

• The City of Auburn, ME recently approved a zoning amendment to allow slaughtering facilities up to 10,000 sf and 15 employees.

• The City of Hardin, MT limits slaughtering facilities to 25 animals within any 7 day period.

• A Preliminary Feasibility Study by the Great Northern Corporation for a northern California Siskiyou Slaughter Facility, identified their model facility as approximately 10,000-15,000 sf, located on about 10 acres and could accommodate 100 cattle/day.

Proposed Limitations
While attempting to define “small scale”, many different standards have been discussed. In addition to building size, number of employees and animal throughput have been discussed at the greatest length.

In terms or regulations and enforcement, limiting the size of the building is the most feasible way for Planning and Development to ensure that a facility is “small scale”. Regardless of what size of building would be considered “small scale”, a
review at the time of permit intake would determine whether or not the proposed building met that requirement.

The same cannot be said for number of employees and animal throughput. Both employees and animal throughput may change seasonally and over time, depending on market conditions. Whatever level of employees or animal throughput would be defined as small scale, County staff would require reports to be submitted verifying the information throughout the life of the facility.

Public Concerns:
The public have provided comments expressing their concerns about the impacts that could result from allowing agricultural slaughtering facilities within the Agricultural zone. Among the concerns are potential impacts to water quality and water quantity, as well as concerns that slaughterhouses will include or result in increases of confined feeding operations and rendering facilities.

Water quality and Quantity:
Concerns over water have predominantly been about water quality, particularly impacts related to waste disposal. There are multiple ways to dispose of the waste. It is important to note that, while there may be permits and conditions required, there is a pathway in which to dispose of these wastes in an appropriate manner. If more information is requested, it may be necessary to contact Charles Sullivan or Kyle Dodd of the Whatcom County Health Department.

Methods of disposal of liquid washdown water include:
- Land application permit (Solid Waste- Whatcom County Health)
- NPDES Land Application (Washington State Department of Ecology)
- Tank and Truck
- Biosolid (Whatcom County Health and Washington State Department of Ecology)

Methods of disposal of solid wastes include:
- RDS & RDC transfer station to Roosevelt Landfill
- Fresh Hide and Tallow
- Baker Commodities transfer station to rendering plant in Seattle

There are also concerns about access to water. According to the Department of Ecology, most water in the Nooksack watershed is already legally spoken for. Access to water would be through a present water purveyor who has available shares, or through the groundwater exemption process which would allow for 5,000 gallons of water per day. These exempt wells would then need to be certified as a Group A or B well.

While not specific to slaughtering facilities, it should be noted that through the Development Standards, agricultural activities are exempt from stormwater requirements.

Confined feeding operations:
Presently, new confined feeding operations and feedlots are not allowed within the Agricultural zone. Rather, they are conditional uses within the Rural Residential, Rural Residential-Island, and Rural (provided not within an UGA).
In speaking with Nick Smith of the Whatcom County Planning Department, poultry barns would likely be viewed as a confinement feeding operation and be subject to the Conditional Use process within the Rural Residential, Rural Residential-Island, and Rural districts.

Rendering Plants:
Rendering Plants have been a conditional use within the Agriculture zoning district since the Preliminary Draft of the 1972 zoning code.

### Permitting Process:

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### Staff Recommendation

Attached is a revised Exhibit A for your consideration. This exhibit differs from previous versions in that the upper limit for slaughtering facilities as an accessory use is now 5,000 square feet (compared to 15,000 square feet in the previous proposal) and a Conditional Use permit is required for facilities larger than 10,000 square feet, compared to 15,000 square feet in previous versions. There is also another optional new suggested code section for slaughtering facilities between 5,000 and 10,000 square feet proposed as an Administrative Approval process. These revisions are represented by a double-underline.

Staff will be prepared to discuss these or other options with Council on January 15th, 2013.
EXHIBIT A

Chapter 20.40 AGRICULTURE (AG) DISTRICT
20.40.100 Accessory Uses

114 Agricultural slaughtering facilities, which shall be located, designed, and operated so as to not interfere with the overall agricultural use of the property and neighboring properties, provided the following criteria are met:

(1) The facility processes at least 50 percent agricultural goods produced in Whatcom County and that originate from permitted uses in WCC 20.40.051.
(2) The facility is no larger than 5,000 square feet.
(3) Where an agricultural slaughtering facility, as identified in WCC 20.97.010.2, includes incidental edible rendering, as identified in WCC 20.97.107, of animals slaughtered on site, the facility 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

139 Agricultural slaughtering facilities, which shall be located, designed, and operated so as to not interfere with the overall agricultural use of the property and neighboring properties, provided the following criteria are met:

(1) The facility processes at least 50 percent agricultural goods produced in Whatcom County and that originate from permitted uses in WCC 20.40.051.
(2) The facility is between 5,000 and 10,000 square feet.
(3) Where an agricultural slaughtering facility, as identified in WCC 20.97.010.2, includes incidental edible rendering, as identified in WCC 20.97.107, of animals slaughtered on site, the facility 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.

20.40.150 Conditional Uses

164 Agricultural slaughtering facilities, which shall be located, designed, and operated so as to not interfere with the overall agricultural use of the property and neighboring properties, provided the following criteria are met:

(1) The facility processes at least 50 percent agricultural goods produced in Whatcom County and that originate from permitted uses in WCC 20.40.051.
(2) The facility is larger than 10,000 square feet.
(3) Where an agricultural slaughtering facility, as identified in WCC 20.97.010.2, includes incidental edible rendering, as identified in WCC 20.97.107, of animals slaughtered on site, the facility 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.
Chapter 20.36 RURAL (R) DISTRICT
20.36.130 Administrative approval uses.
136 In R5A and R10A zoning districts, the processing of agricultural products that originate from the permitted uses in WCC 20.40.050, provided the following criteria are met:
(1) The facility is not an agricultural slaughtering facility slaughterhouse or mushroom substrate production facility.

20.36.150 Conditional uses.
20.36.163 In R5A and R10A zoning districts, the processing of agricultural products that originate from the permitted uses in WCC 20.40.050, provided the following criteria are met:
(1) The facility is not an agricultural slaughtering facility slaughterhouse or mushroom substrate production facility.

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, agricultural slaughtering facilities, 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, agricultural slaughtering facilities, 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.

20.97.010.2 Agricultural slaughtering facility
“Agricultural slaughtering facility” means a facility that engages in slaughtering, on or off site, and the processing of agricultural slaughter products in accordance with local, state, and federal health and agricultural regulations. Agricultural slaughtering facilities may include incidental edible rendering of by-products of animals slaughtered on site, in accordance with USDA regulations. Importation of animal by-products is strictly prohibited, unless associated with a rendering plant approved through the conditional use process.
20.97.107 Edible rendering
"Edible rendering" is the rendering of products for human consumption. "Incidental rendering" is exclusively the rendering of products slaughtered by the agricultural slaughtering facility.

20.97.189 Inedible rendering
"Inedible rendering" is the rendering of products not suitable for human consumption.

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.

20.97.343 Rendering
"Rendering" means the process or business of producing tallow, grease, and high-protein meat and bone meal from animal by-products.

20.97.424 Slaughtering
"Slaughtering" means the killing of animals for human consumption.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Specified Fittings Comprehensive Plan Amendment and Rezone Ordinance

**ATTACHMENTS:**
1. Proposed Ordinance with Attached Comprehensive Plan and Zoning Map Amendments
2. Planning Commission Findings of Fact and Reasons for Action
3. Staff Report

**SEPA review required?** (X) Yes  ( ) NO  
**SEPA review completed?** (X) Yes  ( ) NO  
**Should Clerk schedule a hearing?** ( ) Yes  (X) NO  
**Requested Date**
1. The Council must hold a hearing if they want to change the Planning Commission’s recommendation (WCC 2.160.100(2)).

**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.)

A proposed Comprehensive Plan Amendment to change the land use designation from Rural to Rural Community (LAMIRD per RCW 36.70A.070(5)(d)(i)), and a proposed zoning map amendment to rezone from Rural 1 dwelling unit per 5 acres (R-5A) to Rural Industrial Manufacturing (RIM) for approximately 2 acres on the north side of Smith Road about 500 feet west of Guide Meridian, located in Section 25, T.39 N., R.2 E., Assessor’s Parcel 390225459079.

**COMMITTEE ACTION:**  
**COUNCIL ACTION:**
12/04/2012: Introduced

**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).
AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE SMITH ROAD / GUIDE MERIDIAN AREA FROM RURAL TO RURAL COMMUNITY AND AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP FROM R5A TO R1M

WHEREAS, Specified Fittings, Inc. submitted an application to rezone a two-acre portion of a 12-acre parcel from Rural one dwelling per five acres (R-5A) to Rural Industrial Manufacturing (RIM); and

WHEREAS, the Whatcom County Planning Commission held a public hearing and recommended approval on November 15, 2012; and

WHEREAS, notice of the Whatcom County Planning Commission public hearing was published November 2, 2012; and

WHEREAS, notice of the subject rezone and development agreement was sent to state and local agencies, and property owners within 1000 feet of the site; and

WHEREAS, the Whatcom County Council has reviewed the Planning Commission recommendations; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the Whatcom County Council hereby adopts the following findings of fact and conclusion:

FINDINGS OF FACT

1. The subject property is a two acre portion of a 12 acre parcel, and is located largely within an easement for major electrical lines.

2. The owner has applied to amend the Comprehensive Plan land use designation from Rural to Rural Community (Type I LAMIRD), and to amend the zoning from Rural, one dwelling per five acres, to Rural Industrial Manufacturing on the two-acre property.

3. A determination of non-significance (DNS) was issued under the State
Environmental Policy Act (SEPA) on November 9, 2012.

4. The proposal was posted on the County website on November 2, 2012.

5. Notice that the proposal had been posted on the County website was sent to citizen, media and other groups on the County’s e-mail list on November 6, 2012.

6. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 26, 2012.

7. Notice of the Planning Commission hearing for the subject amendment was published in the Bellingham Herald on November 2, 2012.

8. Notice of the Planning Commission hearing for the subject amendment was posted on the County’s website on November 2, 2012.

9. Notice of the Planning Commission hearing was mailed to owners of the subject properties and surrounding land owners within 1,000’ of the subject properties on November 1, 2012.

10. Notice of the Planning Commission hearing was posted on the subject site on November 2, 2012.

11. The Planning Commission held a public hearing on the subject amendment on November 15, 2012.

12. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the Planning Commission and County Council must find all of the following:

   a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

d. The amendment does not include or facilitate spot zoning.

e. Urban growth area amendments that propose the expansion of an urban growth area boundary are required to acquire development rights from a designated TDR sending area, with certain exceptions.

13. On January 9, 2012 a Growth Management Hearings Board order found the provisions of the RIM zone to be noncompliant with GMA and invalid. Whatcom County Council made changes to the RIM provisions in Ordinance 2012-032, adopted on August 7, 2012. The Board considered those changes at a hearing on October 1, 2012 and, as of the date of these findings, has not issued a decision on whether to lift the order of invalidity.

CONCLUSIONS

1. Because of the size of the subject parcel and its location within a power line easement, it is largely unusable as residential land.

2. The subject Comprehensive Plan amendment complies with the Growth Management Act and the approval criteria of WCC 2.160.080.

3. The subject zoning map amendment is consistent with the Whatcom County Comprehensive Plan.

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

Section 1. The Official Whatcom County Zoning Map is hereby amended as shown in Exhibit 1.

Section 2. Map 8 of the Whatcom County Comprehensive Plan is hereby amended as shown in Exhibit 2.
Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ___ day of _________________ 2012.

ATTEST: WHATCOM COUNTY COUNCIL
         WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED as to form: ( ) Approved ( ) Denied

Civil Deputy Prosecutor

Jack Louws, Executive

Date: ____________________________
File #: PLN2012-00006
Proposed Comprehensive Plan Land Use Changes

Proposed designation change
Existing Comprehensive Plan Boundary

Proposed CP Designation - RURAL COMMUNITY (not in parentheses)
Existing CP Designation - (RURAL)
WHATCOM COUNTY
PLANNING COMMISSION

Specified Fittings Rezone and Comprehensive Plan Amendment

FINDINGS OF FACT AND REASONS FOR ACTION

1. The subject property is a two acre portion of a 12 acre parcel, and is located largely within an easement for major electrical lines.

2. The owner has applied to amend the Comprehensive Plan land use designation from Rural to Rural Community (Type I LAMIRD), and to amend the zoning from Rural, one dwelling per five acres, to Rural Industrial Manufacturing on the two-acre property.

3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on November 9, 2012.

4. The proposal was posted on the County website on November 2, 2012.

5. Notice that the proposal had been posted on the County website was sent to citizen, media and other groups on the County’s e-mail list on November 6, 2012.

6. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 26, 2012.

7. Notice of the Planning Commission hearing for the subject amendment was published in the Bellingham Herald on November 2, 2012.

8. Notice of the Planning Commission hearing for the subject amendment was posted on the County’s website on November 2, 2012.

9. Notice of the Planning Commission hearing was mailed to owners of the subject properties and surrounding land owners within 1,000’ of the subject properties on November 1, 2012.

10. Notice of the Planning Commission hearing was posted on the subject site on November 2, 2012.

11. The Planning Commission held a public hearing on the subject amendment on November 15, 2012.
12. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the Planning Commission and County Council must find all of the following:

   a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

      i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

      ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer surveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

      iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

   d. The amendment does not include or facilitate spot zoning.

   e. Urban growth area amendments that propose the expansion of an urban growth area boundary are required to acquire development rights from a designated TDR sending area, with certain exceptions.

13. On January 9, 2012 a Growth Management Hearings Board order found the provisions of the RIM zone to be noncompliant with GMA and invalid. Whatcom County Council made changes to the RIM provisions in Ordinance 2012-032, adopted on August 7, 2012. The Board considered those changes at a hearing on October 1, 2012 and, as of the date of these findings, has not issued a decision on whether to lift the order of invalidity.

**CONCLUSIONS**

1. Because of the size of the subject parcel and its location within a power line
easement, it is largely unusable as residential land.

2. The subject Comprehensive Plan amendment complies with the Growth Management Act and the approval criteria of WCC 2.160.080.

3. The subject zoning map amendment is consistent with the Whatcom County Comprehensive Plan.

RECOMMENDATION

Based upon the above findings and conclusions, the Whatcom County Planning Commission recommends approval of:

Exhibit 1, Comprehensive Plan amendment.
Exhibit 2, Official Whatcom County Zoning Map amendment.

WHATCOM COUNTY PLANNING COMMISSION

Michelle Luke, Chair

Sam Ryan, Secretary

Date

November 15, 2012

Commissioners present at the November 15, 2012 meeting when the vote was taken:
Ken Bell, Ben Elenbaas, Rod Erickson, Gary Honcoop, John Lesow, Michelle Luke, David Onkels, Jeff Rainey, and Mary Beth Telgrob.

Vote: Ayes: 9, Nays: 0, Abstain: 0, Absent: 0. Motion carried to adopt the above amendment.
File #: PLN2012-00006
Proposed Comprehensive Plan Land Use Changes

- Proposed designation change
- Existing Comprehensive Plan Boundary

Proposed CP Designation - RURAL COMMUNITY (not in parentheses)
Existing CP Designation - (RURAL)
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

I. BACKGROUND INFORMATION

File # PLN2012-00006

File Name: Specified Fittings Rezone and Comprehensive Plan Amendment

Applicant: Specified Fittings, Phil Serka, agent.

Summary of Request: Amend Comprehensive Plan land use designation from Rural to Rural Community (Type I LAMIRD), and rezone from Rural (R-5A) to Rural Industrial Manufacturing (RIM), on approximately 2 acres.

Location: North side of Smith Road, about 500 feet west of Guide Meridian.

Staff Recommendation: Approval, subject to conditions on screening and buffering.

History:
The subject property is the southern portion of a parcel that contains the Specified Fittings manufacturing plant. When the zoning line was established decades ago, the parcel was split zoned along one of the three Bonneville Power Administration (BPA) high-voltage power lines that cross the parcel. The 10-acre portion of the parcel north of the zoning line is zoned Rural Industrial Manufacturing (RIM), while the southern portion, about 2 acres, is Rural (R-5A). Two transmission lines (and their easements) cross the southern two acres of the parcel and one crosses the northern portion.

The manufacturing plant was established on the northern portion of the parcel before 1990. Specified Fittings manufactures plastic pipes and stores pipes outdoors on the northern portion. In 2011, Planning and Development Services (PDS) cited Specified Fittings for a zoning violation after the pipe storage had been expanded to the southern R-5A-zoned portion, where such storage is not permitted. Specified Fittings has applied to rezone the southern portion to RIM in order to continue the outdoor storage.

A Comprehensive Plan amendment is required in order to allow the rezone. The northern portion of the parcel, zoned RIM, is within the boundaries of a Rural Community land use designation, which is a “Limited Area of More Intensive Rural Development” (LAMIRD), as described in RCW 36.70A.070(5)(d)(i). The southern portion, zoned R-5A, is within the Rural designation. The RIM zone is permitted within the Rural Community designation, but not within the Rural designation.
Originally outdoor storage of pipes occurred only on the northern RIM portion of the parcel, but gradually storage was added on the southern portion of the parcel. In 2003 the owner installed landscaping along the south property line (fronting on Smith Road) but that landscaping was removed in recent years and replaced with additional pipe storage at the Smith Road frontage with no landscape buffer or screening. PDS advised the owner to remove the storage from the R-5A area or submit an application to rezone.

II. ANALYSIS OF THE PROPOSED AMENDMENT

Pursuant to WCC 2.160.080, the County must find that the following criteria, shown in bold below, are satisfied in order to approve the proposed comprehensive plan amendment. Additionally, pursuant to the Growth Management Act and WCC 20.90.050(4), zoning amendments must be consistent with the Whatcom County Comprehensive Plan.

A. The amendment conforms to the requirements of Growth Management Act, is internally consistent with the County-Wide Planning Policies and is consistent with any interlocal planning agreements.

_Growth Management Act (GMA)_

In 2011 the northern portion of the parcel was included within the boundary of a Rural Community land use designation, which is a “Limited Area of More Intensive Rural Development” (LAMIRD), described in the GMA, RCW 36.70A.070(5)(d)(i) as “Rural development consisting of the infill, development, or redevelopment of existing commercial, industrial, residential, or mixed-use areas, whether characterized as shoreline development, villages, hamlets, rural activity centers, or crossroads developments.” The subject property for this Comprehensive Plan amendment and rezone, not having been located in the industrial zoning originally, was not included within the LAMIRD boundary. RCW 36.70A.070(5)(d)(iv) states:

A county shall adopt measures to minimize and contain the existing areas or uses of more intensive rural development, as appropriate, authorized under this subsection. Lands included in such existing areas or uses shall not extend beyond the logical outer boundary of the existing area or use, thereby allowing a new pattern of low-density sprawl. Existing areas are those that are clearly identifiable and contained and where there is a logical boundary delineated predominately by the built environment, but that may also include undeveloped lands if limited as provided in this subsection...

The County adopted Comprehensive Plan Policy 2HH-1C in 2011, which listed criteria for including “parcels” within a LAMIRD boundary. Futurewise challenged the use of the term “parcel,” noting that GMA refers to “areas” of more intensive uses rather than parcels. In its January 9, 2012 decision, the Growth Management Hearings Board agreed with Futurewise, stating “Although the GMA does not define ‘area,’ a common sense understanding of the term would lead to the conclusion that it could
include a mere portion of a large parcel. Failure to use the term ‘area’ as used throughout RCW.36.70A.070(5)(d)’s description of LAMIRDs could suggest the inclusion of a parcel, only a small portion of which met the statutory criteria for inclusion, resulting in an oversized LAMIRD.” In 2012, the County changed the policy to refer to “areas” rather than “parcels” (Ordinance 2012-032).

Aside from one transmission line tower, the southern 2-acre portion of the parcel was not characterized by built environment in 1990. However, the northern 10 acre portion of the parcel did contain the manufacturing plant in 1990. In its 2012 decision the Hearings Board rejected policy that could lead to “inclusion of a parcel, only a small portion of which met the statutory criteria for inclusion.” In this case, the larger portion of the parcel was characterized by the built environment in 1990.

County-Wide Planning Policies

The following County-Wide Planning Policies are applicable to this proposed action:

CWPP B.3: Whatcom County shall promote appropriate land uses and allow for infill within rural settlements characterized by existing commercial, industrial and intensive residential development greater than a rural development density. These areas should be clearly delineated, and not expanded beyond logical outer boundaries in accordance with RCW 36.70A.070(5). Impacts on rural character, critical areas and other economic considerations as well as the availability of capital facilities and rural levels of service must be considered before allowing infill in these areas.

As discussed above, the proposal to expand the LAMIRD by two acres is not inconsistent with the standards in RCW 36.70A.070(5). Required landscape buffering will help protect adjacent rural character.

CWPP I.2: New business development and expansion of existing businesses are key factors in providing “family wage” jobs and a strong tax base. Economic development that pays family wage rates should be encouraged. Industrial land designations must be sufficient to permit the concentration of industry in appropriate locations beyond 20 years. In order to attract new industry and provide for expansion of existing industries, the county and the cities will designate land supply of sufficient size and diversity to provide a range of suitable locations for industrial development. The designation of this land shall be established in a way that preserves natural resource based industries and critical areas.

CWPP I.4: Encourage business location, retention, and expansion according to city and county comprehensive plans in order to meet current and future demand for diverse business and industry. Work with funding agencies and the private sector to facilitate extension of adequate sewer, water, telecommunications and road access to existing commercial and industrial-zoned properties, creating shovel-ready sites. Cities and county may utilize the “Quick Sites” economic development program through OTED, which links strategic elements of planning, zoning, environmental review, and permitting with the business-siting effort.

CWPP I.8: Economic development should be encouraged that: a) does not adversely
impact the environment; b) is consistent with community values stated in local comprehensive plans; c) encourages development that provides jobs to county residents d) addresses unemployment problems in the county and seeks innovative techniques to attract different industries for a more diversified economic base; e) promotes reinvestment in the local economy, and f) supports retention and expansion of existing businesses.

The proposed action allows an existing manufacturing business to utilize more of its property for storage, assisting in the support and retention of a local employer, without significant impacts on the environment or rural character.

Whatcom County Comprehensive Plan
As mentioned above, Comprehensive Plan Policy 2HH-1C defines Whatcom County's criteria for setting LAMIRD boundaries:

Outer Boundary Criteria...Rural Community boundaries must minimize and contain areas of intensive development and be delineated predominately by the built environment, and shall include:

1. Areas that were intensively developed and characterized by the built environment (including water lines or other utility lines with capacity to serve areas of more intensive uses) on July 1, 1990.

2. Areas that on July 1, 1990 were not intensively developed may be included within Rural Community boundaries if they meet any of the following conditions:
   a. Including the area helps preserve the character of an existing (built) natural neighborhood;
   b. Including the area allows the logical outer boundary to follow a physical boundary such as bodies of water, streets and highways, and land forms and contours;
   c. Including the area (or in limited cases, a portion of the parcel) prevents the logical outer boundary from being abnormally irregular;
   d. Including the area is consistent with efficient provision of public facilities and services in a manner that does not permit low-density sprawl;
   e. Including the area does not create a new pattern of low-density sprawl.

The proposed amendment to the LAMIRD boundary is not inconsistent with any of the above criteria. In particular, it allows the boundary to follow a physical feature (Smith Road and the Specified Fittings entry drive) and does nothing to create a new pattern of sprawl development.

In the application, the applicant points out that the two-acre subject property lies
beneath power lines, where development is severely restricted. The applicant has stated the BPA has verbally approved the storage of pipes in the power line easement and formal written permission is pending. The property would not be appropriate for rural residential use and is too small to be established as a new parcel in the R-5A zone.

If RIM zoning is approved, the property will be subject to the zoning code’s requirements for landscaped buffering, WCC 20.80.300.

Inter-local Agreements

There are no inter-local agreements that affect this action.

B. Further studies made or accepted by the department of planning and development services indicate changed conditions that show need for the comprehensive plan amendment.

There are no further studies that impact this action.

C. The public interest will be served by approving the comprehensive plan amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

- The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.

This action does not affect the rate of growth and does not have a significant effect on the conversion of land.

- The anticipated effect on the ability of the County and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

This action has no significant effect on service providers.

- Anticipated impact upon designated agricultural, forest and mineral resource lands.
The subject property is located about one half mile from the nearest designated resource lands and this action has no significant impact on those lands.

D. The amendment does not include or facilitate spot zoning.

The action would extend existing zoning onto the subject two acres and would not
create a spot zoning.

E. Urban growth area amendments that propose the expansion of an urban growth area boundary shall be required to acquire development rights from a designated TDR sending area, unless one of the exceptions set forth in WCC 2.160.080(A)(5) applies to the amendment.

The action is not an urban growth area amendment.

III. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

1. The subject property is a two acre portion of a 12 acre parcel, and is located largely within an easement for major electrical lines.

2. The owner has applied to amend the Comprehensive Plan land use designation from Rural to Rural Community (Type I LAMIRD), and to amend the zoning from Rural, one dwelling per five acres, to Rural Industrial Manufacturing on the two-acre property.

3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on November 6, 2012.

4. The proposal was posted on the County website on November 2, 2012.

5. Notice that the proposal had been posted on the County website was sent to citizen, media and other groups on the County’s e-mail list on November 6, 2012.

6. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 26, 2012.

7. Notice of the Planning Commission hearing for the subject amendment was published in the Bellingham Herald on November 2, 2012.

8. Notice of the Planning Commission hearing for the subject amendment was posted on the County’s website on November 2, 2012.

9. Notice of the Planning Commission hearing was mailed to owners of the subject properties and surrounding land owners within 1,000’ of the subject properties on November 1, 2012.

10. Notice of the Planning Commission hearing was posted on the subject site on November 2, 2012.
11. The Planning Commission held a public hearing on the subject amendment on November 15, 2012.

12. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the Planning Commission and County Council must find all of the following:

   a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

      i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

      ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

      iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

   d. The amendment does not include or facilitate spot zoning.

   e. Urban growth area amendments that propose the expansion of an urban growth area boundary are required to acquire development rights from a designated TDR sending area, with certain exceptions.

IV. PROPOSED CONCLUSIONS

1. Because of the size of the subject parcel and its location within a power line easement, it is largely unusable as residential land.
2. The subject Comprehensive Plan amendment complies with the Growth Management Act and the approval criteria of WCC 2.160.080.

3. The subject zoning map amendment is consistent with the Whatcom County Comprehensive Plan.

V. RECOMMENDATION

Based upon the above findings and conclusions, staff recommends the Planning Commission to the County Council a recommendation of approval of the proposed amendments as shown on Exhibits 1 and 2.
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 3:10 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann and Carl Weimer
Absents: Peter Kremen
Attorneys also present: None

COMMITTEE DISCUSSION

1. STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING (AB2012-306)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.140 (4)(a). Executive session will conclude no later than 4:00 p.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

Knutzen 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: Brenner, Crawford, Kershner, Knutzen, Mann, Kremen and Weimer (7)
Nays: None (0)

Kershner announced at 3:58 p.m. that the meeting would conclude no later than 4:15 p.m.
Kershner announced at 4:15 p.m. that the meeting would conclude no later than 4:30 p.m.

OTHER BUSINESS

ADJOURN

The meeting adjourned at 4:18 p.m.
The Council approved these minutes on ______________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk  Kathy Kershner, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council

November 20, 2012

CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:01:11 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Bill Knutzen, Kathy Kershner, Carl Weimer and Pete Kremen.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

(7:01:44 PM)

Kershner announced there was a strategy planning discussion and positions to be taken regarding collective bargaining (AB2012-306) in executive session during the Committee of the Whole.

MINUTES CONSENT

(7:02:23 PM)

Knutzen moved to approve the Minutes Consent items.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

Nays: None (0)

1. SPECIAL COMMITTEE OF THE WHOLE FOR OCTOBER 18, 2012

2. REGULAR COUNTY COUNCIL FOR OCTOBER 23, 2012

3. SPECIAL COMMITTEE OF THE WHOLE FOR OCTOBER 24, 2012

OPEN SESSION
Kershner moved to hold the open session before the public hearing items.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

(7:03:29 PM)

The following people spoke:
• Marion Beddill spoke about ballots and water.
• Yoshi Revelle spoke about what society is teaching children about alcohol and drugs.
• Ellen Baker spoke about public records requests and the availability of public documents.

Brenner asked for more information from the Executive.

Sam Ryan, Planning and Development Services Department, stated the request was turned over to the County attorney, who responded to Ms. Baker.

Baker stated the attorney general decided there is no injury to full disclosure.

Jack Louws, County Executive, stated he will look into it.

• Greg Brown spoke about Consent Agenda Item six (AB2012-367), Introduction Item 1 (AB2012-369), and interlocal agreement funding (AB2012-353).
• David Stalheim spoke about Gateway Pacific project.
• Matt Paskus spoke about impacts from the airport.

Brenner asked if there are legal ways to extend the 20-day decision time on the Gateway Pacific project.

Karen Frakes, Prosecutor’s Office, stated the process may allow for the Council to extend that period of time. If something is in the official record, they can look at the official record. The problem is with comments made outside the official record, such as at open session and in correspondence. That material is not a part of the official record.

Brenner asked about a ten percent contingency in contracts.

Brad Bennett, Administrative Services Department, stated there isn’t a contingency in the contract. There is a contingency in the budget. Theoretically, if something comes up, they will have to come before the Council for a contract amendment, but they won’t necessarily have to do a budget supplemental if it’s handled within the budget.

Kershner stated some contracts have contingencies built in. There isn’t a standard percentage. She asked if the Council can review comments that come in now. Frakes stated the comments that come in are not a part of the official record. At some point, she foresees that they will make those comments part of the official record.
Brenner asked if Tyler Schroeder can give the Council the comments officially. Frakes stated that because he is the State Environmental Policy Act (SEPA) official, comments he receives are made a part of the official record. They can discuss the process further. Mr. Schroeder is in a very preliminary process. It’s unclear whether they will need to review this part of the process at this time, unless the SEPA determination is appealed.

Weimer stated there is an official record. There is a link to where the agencies have the website with comments. He asked Ms. Frakes to check on the 20-day deadline. He thought the Council could change that part of the code. Frakes stated she believes that’s correct.

PUBLIC HEARINGS

1. ORDINANCE AUTHORIZING THE 2013 WHATCOM COUNTY UNIFIED FEE SCHEDULE (AB2012-343) (7:27:25 PM)

Kershner opened the public hearing, and the following people spoke:

David Stalheim stated ongoing expenses exceed the revenue in the budget by $1.5 million. The Planning and Development Services Department budget is subsidized by the general fund in the amount of almost $2.5 million. About $1.5 million of that is for development review. Fees are not keeping up with the review of development permits. In 2007, fees kept up with development review and the general fund contribution for 2007 was only $1 million. They’ve reduced 30 employees, which is 40 percent of the staff, and now the general fund contribution increased by 65 percent because the fees have not kept up with the cost of services. Set targets to make sure general taxpayers, which are City residents who contribute 50 percent of the property taxes, don’t subsidize county development. Raise fees to cover expenses.

The highest fee they’re billing for the Gateway Pacific Project is $100 per hour for the Health Officer. Most people are in the range of $50 to $60 per hour. However, the Planning Department will charge $100 per hour for a secretary to scan a document. Gateway Pacific is getting a great deal for their costs of services. Fees for scanning documents and special reports should be at the level it costs to do the service.

The major project permit fee for Gateway Pacific is $2,625 for the application. The fee for filing a short-plat is $2,500. There is a difference between a short-plat and a coal port facility. Set those fees at $20,000 or $100,000.

Ellen Baker stated many fees are high. Fees for someone to better their home or septic system used to be low. Now, the fee schedule is an impediment for people who want to do minor improvements. The public interest is poorly served by these high fees. She would rather pay more general tax to the department so fees will be lower.

Linda Twitchell stated some increased fees are reasonable. She’s not hearing complaints from her members. Be aware of fees that get a lot higher. One reason people aren’t building in Bellingham is because of the impact and other fees. She thanked the
Council for keeping fees reasonable. Construction is a major contributor to the economy. Keep the construction industry going.

Patrick Alesse stated the County has impact fees somewhere. Fees should reflect the cost and should be equitable.

Hearing no one else, Kershner closed the public hearing.

(7:35:13 PM)

Mann moved to adopt the ordinance with substitute Appendix A.

Crawford moved to amend the ordinance to remove item 2792 on Council packet page nine, the Operations and Maintenance (O&M) fee of $19. He is opposed because it represents a tax increase, even though they're calling it a fee. It generates $400,000 to hire more staff in the Health Department and do more septic enforcement. The Council was judicious, and appropriately addressed this several years ago when they started the system of self-inspection. Continue to look at the issue surrounding onsite septic systems. Continue to monitor that issue. He’s not received a response from the Health Department when he questioned whether or not there has been any public health effect caused by onsite septic systems. They’ve identified failures. The Health Department continues to work with folks to correct those failures, and are getting them corrected. He’s not aware of an incident in which any of these issues actually led to a situation of endangered public health. Respect the financial situation of property owners. County folks should have an opportunity to vote on anything that amounts to a property tax increase.

Brenner stated she supports the motion to remove the fee. It’s a tax. She’s not received a response from the Health Department about how much it costs to have the classes, how they’re letting people know about information, and what information is being distributed. The classes are amazing, and they were full. People had an interest in their own systems either for health or home equity reasons. People aren’t finding out about the classes. Also, it’s not clear whether the department needs $400,000. The fee amount doesn’t accurately reflect what it costs the department to accept a homeowner’s paperwork. Charge a penalty for not doing something. A fee should reflect the actual cost. They don’t know how much it costs to process the paperwork. Don’t approve the fee. Also, change the fee in place.

Mann stated he is against the motion to remove the fee. Failing septic systems and sewage in drainage ditches or streams do pose a health hazard. When the County audited the self-inspected systems, they found that the results were incredibly at odds with the objective analysis. People audited those systems and found that systems reported as successful where actually failing and had never been inspected. The County needs an actual program. The honor system is not good enough. They tried that. He’s sad to say that, because he prefers an honor system that works. The $19 per year fee for everyone who has a septic system is fair. Otherwise, all the County does is punish the folks who do obey the law by inspecting their systems and pumping their tanks. It’s important to have working septic systems in Whatcom County. This is a fair fee. It’s not exorbitant. It’s better than what they had before. He doesn’t like having to be in favor of adding to someone’s tax bill, but it’s better than what they had.
Brenner stated she doesn’t disagree with a lot of the comments. She agrees that people should keep their septic systems working. She doesn’t believe that most failing septic systems cause any public health problem, but there are reasons it’s a good idea to do it. This isn’t going to do anything except create and fund this program that’s not working. Don’t punish people who do it right. Reduce the permit fee. The County must remind people of the classes. When people don’t do it, charge them. This is not better than what they have. It will cost more for some people who are doing the right thing. The staff will just have more money to do stuff. The fee should reflect what it actually costs.

Weimer stated he agrees with Councilmember Mann. It’s a reduction for people who are obeying the law. He asked if the fee system reverts to the more expensive fee system if the Council removes this fee.

Jack Louws, County Executive, stated the other fees have been removed. If this fee is removed, it would be publicly wise to reinstate the other fees. The City of Bellingham will end about $100,000 of funding for the program. The State will also eliminate about $120,000 in funding, for a total reduction of $220,000 in funding. This proposal is the most reasonable alternative to keep the program going. They would eliminate the pumpage fee and the fee on the permit. This $19 would replace those fees. If the Council decides to remove the $19 fee and reinstate the other fees, there will be a hole of $200,000 to $300,000 in the general budget.

Brenner stated that if this passes the way it is, county residents should be prepared for the County to set up something and call it a fee whenever County government is low on money.

Kershner stated that during the budget work sessions, the Health Department Director described this program and stated that State law requires the County to have a program of OSS systems. When asked if there is any way to run the program any less expensively than described, Director Delahunt stated there was a way, but staff could not do the enforcement of sensitive areas, including Drayton Harbor and Lake Whatcom, which the Council asked for. This is a program that will keep the County in compliance with State law. She was disappointed to find out about the low rate of compliance. When people don’t turn in their inspection paperwork and pay the $35 fee, the program does not get the funding it needs to operate. This seemed a fair and smart way to not punish people who were complying by making them pay for the entire program and to fund the required program. She is against the motion to remove the fee.

Brenner stated she doesn’t want to punish people who are doing it. This system is the same as the one the County has now, which isn’t working. They are charging everyone, whether or not they comply. There is no incentive for anyone to participate. Many people will feel like it’s not fair. The County should be saving money, and the classes are now online.

Kershner asked how it’s not fair for people with septic systems, who have to comply with this state requirement, to pay for the program that makes sure they comply.

Brenner stated the State only says that they have to assure it. That can be done through them taking the class and participating that way. This isn’t going to do anything more to promote people’s understanding of how important their septic system is. They’ve
been doing heavy-handed enforcement in the past. The County should do the preventative part of the program. There is a charge on a transfer of property. Eventually, everything will come into compliance. In the meantime, put effort into the classes, not enforcement. This is an arbitrary amount. Approving this now allows staff to continue not answering the question. There is not a lot of publicity about the classes. They did great in the watersheds because there was outreach.

Knutzen stated his concerns have not been addressed. The current system is set up so that the people who comply pay a fee, and the people who don’t comply don’t have to pay anything. Now they’re going to assess a fee on everyone, but there isn’t a reward for good behavior. He’d hoped property owners who comply receive a reduction on the fee that they’re charged.

Crawford stated he realizes that this motion requires the Council to analyze what costs of the program need to be compensated. It’s appropriate to deal with these issues during budget time.

The motion to amend to remove the fee failed by the following vote:

Ayes: Crawford, Brenner and Knutzen (3)
Nays: Kremen, Weimer, Mann and Kershner (4)

Crawford referenced item #8272 regarding the major project permit fee structure and the change to add an hourly fee. They’ve recently been assured that the County has a compensation mechanism to cover all the County’s costs for the Gateway Pacific project. He asked if that’s still correct, and if this change is sufficient to address any future applications.

Sam Ryan, Planning and Development Services Department, stated the change was made to address future applications. Previous fee schedules had a base charge instead of an hourly fee, but it wasn’t enough. They are going back to a base fee plus an hourly fee to cover costs for future projects.

Crawford asked if a major project permit fee of $2,700 reflects something close to the end cost, or if they should set the fee so it’s more commensurate, to set expectations. Ryan stated they can get the fees they need by adding an hourly fee to the base fee.

Weimer asked if it’s accurate that the County is not recouping its costs for the coal port, because the County is only charging $40 to $60 per hour. He asked if the public is subsidizing the cost if the real cost is $100. Ryan stated that’s not accurate.

Weimer asked why they are charging $100 per hour if $40 or $60 covers the cost of the coal port. Ryan stated the fee is prorated on who’s doing the work. The entire goal of the contract was to recoup all the costs.

Weimer stated the contract says the fee for the Health Director’s time is $107 per hour. Everyone else is $40 to $70 per hour.

Brad Bennett, Administrative Services Department, stated the $100 hour fee includes a car and provisions for travel to the site. The fees charged for staff working on the environmental impact statement is for their hourly wage, adjusted to include benefits and
compensated time off. The fee is calculated from the cost of a position divided by productive hours.

Weimer stated it seems there is quite a difference in the amount the County will be reimbursed from them versus what they’re going to ask from future applicants.

Crawford moved to amend Council packet page 139, item 8272 for the major project permit fee, the 2013, “$2625 8000 base + $100/hour after 20 80 hours.” The amount they’re charging up front is not commensurate with anything close to the real cost of getting such a project done. This has nothing to do with Gateway. It’s simply to set expectations about what it takes to go into a proposal.

Brenner stated it’s going to be $100 no matter what. It isn’t a need.

Crawford stated he agrees there is no need. It’s a matter of perception and setting expectations, which is why they have different fees for different things to begin with.

Kershner asked what kinds of projects are major projects.

Crawford stated the estimated construction cost, exclusive of land value, must be at least $5 million. The size must be 75,000 square feet or more if retail, 200,000 square feet or more if office or industrial, 300 dwelling units or more if residential, or 200 units or more if a hotel/motel. The number of employees would be 250 or more.

Kershner asked if the jail would be a major project. Ryan stated it would.

Brenner asked if any major project permit could take less than 80 hours. Ryan stated she doesn’t know.

Brenner stated she can’t support the change. An application may take less than 80 hours. There isn’t a need to change it.

The motion to amend carried by the following vote:

Ayes: Kremen, Crawford, Weimer, Mann and Kershner (5)
Nays: Knutzen and Brenner (2)

Crawford moved to amend Council packet page 131, item 2074 regarding the Hearing Examiner appeal fee, $750 to $250. This is the only recourse for citizens and property owners to ensure a decision follows the letter of the law, once staff makes a decision. Make that bar low. He realizes an appeal takes considerable staff time. However, under good management and good exercise of administering land use laws, it’s an incentive for the administration to make good decisions and keep appeals to a minimum.

Brenner stated the fee can be a hit to people who are found to comply. She would rather there be a time charge, with a refund if a person prevails.

Crawford stated Hearing Examiner decisions are rarely a win-lose decision. There is no good mechanism to identify a winner or a loser. Usually, the decision addresses all the concerns creatively.
Brenner stated the Hearing Examiner has upheld an applicant in a number of cases. For other cases, the charge should be the actual cost per hour.

Kershner asked if it’s possible for the someone to appeal only a portion of a decision, so the parameters are narrower and money isn’t wasted to review an entire decision.

Crawford stated the Hearing Examiner reflects a code interpretation of the code that the County Council adopts. He’s not aware if the State allows any alternatives. He proposes the decrease to $250 while acknowledging that the County incurs more than $250 in cost. He’s trying to be respectful to citizens who can take issue with code interpretation. Allow them an extra step to have that tested. This fee goes to the Planning Department to cover staff costs.

Weimer stated he likes the reasoning, but doesn’t support the motion. The general fund already subsidizes the Planning Department, which is supposed to be self-supported. This would make the subsidy greater.

Kremen stated a lower fee will encourage more appeals. He agrees that $750 is a bit pricey for someone to have an opportunity for redress before the Hearing Examiner. The existing $750 is a deterrent to appealing a decision to the Hearing Examiner. He asked if there can be a program where an initial cost is $250, and someone who doesn’t prevail would have to pay a penalty in the amount of the staff time used on the appeal.

Crawford stated he’s uncomfortable tasking the Hearing Examiner to make a decision knowing that the outcome will have a financial repercussion. The decision needs to be unfettered with any concern about finances. The code is complex. The bureaucracy in the land use rules is very layered. Code interpretation is tough. The Hearing Examiner process is costly. His intent is simply to allow a lower cost, while knowing they won’t recover costs. It’s part of the complex system they must live with. When the Council makes regulations, it must consider that it’s adding to internal County costs in terms of enforcement and code interpretation challenges.

Knutzen stated they could charge a base fee of $250 and then add a fee per hour for each additional hour beyond some time threshold.

Brenner asked if the County can legally charge a fee that doesn’t cover a cost.

Karen Frakes, Prosecutor’s Office, stated the County can.

Kremen suggested a friendly amendment to change the fee to $500 from $750.

Crawford accepted the friendly amendment.

The motion to amend carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Knutzen, Mann and Kershner (6)

**Nays:** Weimer (1)

Kershner referenced Council packet page 131, item 2765 regarding code enforcement penalties, and asked if it's a new fee. Ryan stated it's not a new fee. It's been
in effect, but it hasn’t been in the unified fee schedule. It was in the compliance section of the code. It’s the maximum fee per day that can be charged.

Knutzen referenced ferry fees on Council packet page 144 and asked if the Council can change these fees after receiving feedback from the Lummi Island Ferry Advisory Committee.

Brenner stated the Council wants the County to be able to swipe credit cards on the ferry as soon as possible, which could reduce some of the charges in the fee schedule.

Brenner moved to amend Council packet page 139, item 8435 regarding the critical area variance/reasonable use Hearing Examiner application fee, “$2,100 per application $100 per hour.” This is something that happens through no fault of the applicant. The cost should be reasonable for people who just want to build a house.

Brenner stated this is not for the Hearing Examiner. It’s for a variance to the critical areas ordinance. It’s a big deal, and must be decided by the Hearing Examiner. This fee is just for the Planning staff to process and prepare for it. It’s not for the Hearing Examiner to do the work.

Brenner asked if 21 hours is reasonable for this.

Crawford stated he’s never received any feedback that it wasn’t reasonable. He doesn’t know how many critical areas variances the Hearing Examiner does. It’s not a burning issue.

Brenner withdrew the motion.

Kershner stated the cost for the Council packet is a bargain.

Brenner referenced Council packet pages 136 and 137, items 8414 through 8420. Fee shouldn’t be based on square footage. Instead, the cost should be a base fee plus a per hour fee. The permit fees are based on square footage or valuation.

Kershner stated it’s based on the cost, not on square footage.

Crawford stated the Building Industry Association testified that they are generally alright with these fees. Unless there is a constituency that brings up an issue with inequity, he’s not prone to changes.

Brenner withdrew the motion.

The motion to adopt as amended carried by the following vote:
Ayes: Kremen, Crawford, Weimer, Knutzen, Mann and Kershner (7)
Nays: Brenner (1)
Kershner opened the public hearing and, hearing no one, closed the public hearing.

**Crawford moved** to adopt the ordinance and asked if there is no increase in the levy other than the additional new construction in the past year.

Jack Louws, County Executive, stated that’s correct.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)


Kershner opened the public hearing and, hearing no one, closed the public hearing.

**Crawford moved** to adopt the ordinance. He asked if there is no increase in the levy other than the additional new construction in the past year.

Jack Louws, County Executive, stated that’s correct.

Kremen stated this will be the 17th year in a row that Whatcom County will have accomplished this feat. No other county in Washington State can claim that. The County should be proud and the taxpayers should be thankful.

Brenner stated she disagrees. A majority of the Council passed a number of fees that are really taxes over the years.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

4. **ORDINANCE AUTHORIZING THE LEVY OF 2013 PROPERTY TAXES FOR COUNTY ROAD PURPOSES (AB2012-346) (8:41:08 PM)**

Kershner opened the public hearing, and the following person spoke:

Greg Brown stated the County is taking $706,000 from the road fund and giving it to the general fund to pay for traffic. Don’t shuffle money around. The people passed a road levy, and they’re paying for the roads. Don’t use it to pay for traffic. Change the budget elsewhere.

Hearing no one else, Kershner closed the public hearing.

**Crawford moved** to adopt the ordinance.

Mann stated it’s legitimate to use road funds for law enforcement. They’ve done that for several years.
Brenner asked if it is legally necessary to divert the funds to the general funds to use for traffic enforcement.

Dewey Desler, Special Projects Manager, stated the County doesn’t pay for sheriff deputies out of the road department budget. This conforms with State law. The County government has done this for many years. Whatcom County diverts one of the lowest amounts of all the counties in the state. Cost of traffic policing is $2.3 million. They have to divert the funds to the general fund, because they pay for the deputies from the general fund.

Kremen stated they can’t pay them out of the road fund, legally.

Crawford asked why the county isn’t diverting more. Desler stated it’s a matter of setting priorities for using the road fund monies.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

5. ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTY CONSERVATION FUTURES PURPOSES FOR 2013 (AB2012-347) (8:46:31 PM)

Kershner opened the public hearing, and the following person spoke:

Paul Schissler stated he supports the ordinance. He is also a volunteer on the Purchase of Development Rights (PDR) Oversight Committee. It’s an important revenue stream for the county.

Hearing no one else, Kershner closed the public hearing.

Crawford moved to adopt the ordinance.

Brenner asked why they don’t limit the fund, as they do on the other ordinances.

Brad Bennett, Administrative Services Department, stated ordinances confined to only one fund are just about levying the fund. The limiting language makes sense. The general fund is the only fund with a separate limiting ordinance, because it also levies a lot of special purpose districts and State assessed utilities. The limiting language wouldn’t make sense in that ordinance. The title of the ordinance doesn’t matter.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)


Kershner opened the public hearing, and the following people spoke:
David Stalheim stated don’t charge $100 per hour for a secretary to scan documents. The fees for Gateway Pacific are $40 to $80 per hour. There is no charge for administrative staff. The County isn’t compensated for those dollars, and the reason for the deficit. There is also no compensation for the Hearing Examiner system, who will get the Gateway Pacific project in 2014. Think ahead and get subsidized for costs involved. They are not getting the amount of time allocated in the dollars for the expenditures and revenue the County really deserves. Three thousand comments have been received on the scoping process. The Council and Executive will rely on staff to provide recommendations and analysis of this project. There must be dedicated staff, including an attorney, to do this work. The County needs contractual services that are paid for by Gateway Pacific in the amount of $100,000. The County will have to defend itself in court. Make sure they’re covered in the budget.

Dana Hanks, Blaine Senior Center Director, stated she thanks the Council for its support of the important services provided by the senior service centers. Services provided at the centers include health, nutrition, education, assessment, and community building. These elements support the concept of aging in place, which keeps seniors living in their own homes. The City of Blaine has cut its funding by $10,000 due to the closing of the Semiahmoo Resort. She asked for confirmation that the funding level from the County will continue.

Veronica Wisniewski, Whatcom County Purchase of Development Rights (PDR) Oversight Committee Chair, stated the Committee asks for $100,000 from the conservation future fund to pay for 1.5 full-time equivalent (FTE) staff for the PDR program. Currently, they have less than .25 FTE. It’s difficult to accomplish much. To pursue a program to retire rights in the agricultural area, they need staff to structure such an initiative. Funding could come from the conservation futures fund, because this activity is eligible for that fund.

Patrick Alesse stated he agrees with David Stalheim. Growth needs to pay for growth. Many people showed up at a hearing he attended regarding the coal port. The Council will have to deal with it. They can’t deal with it just on a weekend.

Paul Schissler, Whatcom County Purchase of Development Rights (PDR) Oversight Committee Vice-Chair, stated he agrees with comments from Veronica Wisniewski. They are not seeking general funds, only conservation futures funds, which has a healthy fund balance. This is in accordance with Council-approved priorities and policies. Find a way to strengthen the program and provide adequate staff support. The fund is allowed to pay direct expenses for staff and for implementing the program.

John Steensma, Whatcom County Purchase of Development Rights (PDR) Oversight Committee, stated he agrees with previous speakers about needing staff help for the PDR Oversight Committee.

Rod Erickson, Whatcom County Purchase of Development Rights (PDR) Oversight Committee past chair, stated he also supports staff for the Committee. They are trying to preserve farmland, which all councilmembers supported when running for election. Provide staff for the committee.

Hearing no one else, Kershner closed the public hearing.

Crawford moved to adopt the ordinance.
Weimer moved to amend to add $100,000 to conservation futures expenditures and 1 FTE to the Planning staff for each year, 2013 and 2014. People can get frustrated with the program. The PDR Committee has come up with ideas to make the process more efficient and targeted, but it needs staff help.

Brenner stated the Agricultural Advisory Committee is working on PDR and transfer of development rights (TDR) issues. The Planning staff person who has worked with them was recently removed from working with that group. Don’t take away the person who has the knowledge and bring someone else up to speed.

Mark Personius, Planning and Development Services Department, stated staff has been added to the Agricultural Advisory Committee. They are switching the lead staff person for the Agricultural Advisory Committee from Samya Lutz, who is transitioning to the PDR Oversight Committee, to Josh Fleischmann and Peter Gill.

Brenner asked why Josh Fleischmann and Peter Gill don’t staff the PDR Committee and leave Samya Lutz with the Agricultural Advisory Committee.

Kershner stated allow the Planning Department manage their staff. The question is whether the PDR Committee needs more staff.

Kremen asked if Samya Lutz is the best staff person to work with the PDR Oversight Committee. Personious stated Samya Lutz has the most experience working with the agricultural community.

Kremen stated it’s important to abide by separation of powers and the staffing decisions of the Executive branch.

Crawford asked if the plan is to give the PDR Committee more support. Personious stated that’s correct, but they’ve testified it’s still not enough support.

Brenner moved to amend the name of the committee to the PDR/TDR Advisory Committee.

Weimer stated his motion makes more money available to support both programs by using money from the conservation futures fund. They all say they want to protect agricultural land, but they are reducing staff who work on agricultural.

Kremen stated there is greater potential for a TDR program, but the two should not mingle. The people who are on the PDR Committee are focused on agriculture. The County needs a different group of individuals to work on the TDR program. He agrees that the TDR Program has even greater potential than PDRs.

Knutzen stated they are already working on parcel reconfiguration. A TDR program would be a perfect match with what the Agricultural Advisory Board is working on.

Brenner stated split the money between the PDR Committee and the Agricultural Advisory Committee. The County doesn’t have the money for another advisory committee and staff. The PDR Committee can do both.
Jack Louws, County Executive, stated he doesn’t know if State law allows them to come mingle the money and the processes. He cautions against making this last minute, complicated change. In the last few years, they’ve been budgeted $50,000, but they’ve billed only $15,000. He won’t object if the Council makes the PDR Committee a higher priority. Just make sure they don’t allocate more money they don’t need for the program.

Crawford stated transfers of development rights hasn’t been successful in farmland preservation nationwide. Whatcom Farm Friends and other advocates are reforming the discussion to get away from the concept of transfer of development rights and are suggesting that various resources have rights, and that there may be a broader resource marketplace. The County has a purchase of development rights program in writing. Changing it to add TDRs creates more questions than answers. They will probably get out of the TDR language anyway, and begin talking about whether there are other items of value that can be used in some sort of tradeoff. Take caution in this proposal at this time.

Brenner withdrew her motion.

Weimer stated the State law is clear that the program is for the purchase of development rights. Transfers is unclear. Funding work on purchase of development rights with conservation futures funds may free staff time to work with the Agricultural Advisory Committee on other issues.

Kremen stated comingling the PDR and TDR programs would dilute the original intent of the motion. He asked the fund balance of the conservation futures fund and how much revenue the County receives annually.

Dewey Desler, Deputy Administrator, submitted a handout (on file) and stated the annual amount approved is $990,647 in 2013 and $1,886,000 in 2014. The fund balance at the end of 2012 will be $3.369 million. At the end of 2013, not including any additional expenditures for PDR staff, the fund balance will be $4.2 million.

Mann stated he supports the motion. He attended the committee meeting when the PDR Oversight Committee asked for staff help. At that meeting, the councilmembers agreed and told the Oversight Committee to tell the Council what they need. Now they are telling the councilmembers that they need more staff to focus efforts, locate properties, and do outreach so the program is implemented more effectively. He appreciates what they’re doing. It’s appropriate to use the conservation futures fund.

Kershner asked if the administration would hire staff to support the PDR program if the Council approves this $100,000.

Louws stated he doesn’t know yet if there is enough work for one person to spend full-time on the PDR program over a year. A lot of it depends on whether the Council continues to fund the program and whether there are federal matching funds. If they can’t put things together, the County may end up spending $100,000 next year, and not buy any property if they can’t put things together. The Council is making a commitment to the program. He would like to see up to a full-time position and a $100,000. Ultimately, the administration will only be able to expend an amount of time up to what is possible. He’s committed to upholding the wishes of the Council. If they find that a lesser amount of
money or staff time provides tremendous coverage in the program, he will limit the spending. The PDR program is not his favorite program. It costs too much to benefit too few people. There are better ways for the County to spend its money. However, the majority of the County seems to be in favor of the program, so he will fulfill the Council’s wishes.

Kremen stated he’s been disappointed in the County’s achievements in the program. He will support the motion, and hopes to see a much better return on the investment.

Kershner suggested a friendly amendment to add up to $100,000 to conservation futures expenditures and 1 FTE to the Planning staff for each year, 2013 and 2014.

Weimer accepted the friendly amendment.

The motion carried by the following vote:

**Ayes:** Kremen, Brenner, Weimer, Mann and Kershner (5)

**Nays:** Crawford and Knutzen (2)

Brenner moved to amend page Council packet page 197, section II, item (D) to add language at the end of the paragraph, “…within the General Fund and between accounts and cost centers within other County funds, by Executive Order or if authorized by the County Council.” As it is, the language says that once the Council adopts the two-year budget, an Executive can move the money around any way he or she wants. That’s not what the Charter intended.

Desler stated the Executive never used that authority for many years. They sought to use it at the end of the year when the Superior Court overspent its budget, and the County had to transfer money at the end of the year to make their decisions whole.

Brenner stated something like that can be taken care of with an Executive Order. The language as is, is too broad. That kind of language doesn’t belong in the ordinance.

Kremen stated he doesn’t see the point of the motion if it’s allowed by Executive Order.

Brenner stated an Executive Order is done by emergency.

Kershner asked why the Executive would not request authorization from the Council to move money to cover the Superior Court budget. Desler stated there is not a Council meeting at the end of the year.

Kershner stated the Council can authorize the administration to move money to cover budget overages at the December meeting. Councilmember Brenner has a good point. The language gives quite a bit of authority to the Executive. She supports the motion, but without the language regarding an Executive Order.

Knutzen suggested a friendly amendment to amend page Council packet page 197, section II, item (D) to add language at the end of the paragraph, “…within the General
Fund and between accounts and cost centers within other County funds, if authorized by the County Council.”

Brenner accepted the friendly amendment.

Louws stated he is not opposed to the amendment if it is allowed by the County Charter. The only challenge will be between the last Council meeting on December 4 and the end of the year. The Council and County could have a financial imbalance going into the first of the year. He will firmly hold the departments to their budgets. He does not anticipate doing anything without Council approval. However, he will reserve the right to review the Charter and make sure the Council isn’t taking over powers it isn’t authorized to under the law.

Brenner stated Councilmember Kershner addressed that. It’s a motion the Council can make at the end of the year. She restated the motion to amend page Council packet page 197, section II, item (D) to add language at the end of the paragraph, “...within the General Fund and between accounts and cost centers within other County funds, if authorized by the County Council.”

Louws stated the administration transfers items inter-departmentally and by line-item. He asked if that’s restricted.

Brenner stated this is the appropriation authority, not the transfer authority. The transfer authority is covered in subsection (A).

The motion carried by the following vote:

Ayes: Brenner, Weimer, Knutzen, Mann and Kershner (5)
Nays: Crawford and Kremen (2)

Kershner stated they can work out details about the small amounts or daily transfers between funds. The Council could give a general authorization at the beginning of the year. The Council seems concerned that $1.1 million isn’t taken from one fund and put into another fund without the Council knowing about it. She asked if the technical corrections and changes the County Council made in the work session have been incorporated into the budget before the Council.

Brad Bennett, Administrative Services Department, stated they have been included. The substitute attachments to the ordinance submitted earlier included the technical corrections from the meetings.

Desler stated the attachments also include the changes the Council made during the work sessions.

Kershner asked if the Blaine Senior Center funding is included in the budget. Staff indicated it is.

Crawford moved to remove the emergency medical service (EMS) budget portion from the Executive’s 2013-2014 budget and request the administration work on responding to the following issues:
1. Request the City of Bellingham to describe how a $400,000 annual reduction in the City’s cost would impact service delivery,

2. Request the administration to ask the City of Bellingham to fast-track reductions in cost in 2013 by eliminating Medic 6 as of January 1, 2013,

3. Allow the County Council to meet with its attorney on December 4 to discuss its obligation to continue the interlocal for 2013, and

4. Request the County administration to ask the County fire districts how they would address and ramp up for Countywide (exclusive of Bellingham) ambulance provision on January 1, 2013, if necessary.

Mann stated this motion was discussed in Finance Committee and recommended for approval 2-1.

Weimer asked if the Council will have to introduce something else this evening if this is pulled, or else the County won’t be able to pay its bills on January 1. He asked if Councilmember Crawford is prepared to introduce an alternative.

Crawford stated he is confident the County can work with the City of Bellingham to come up with a resolution. If that infers that ambulance service proceed on January 1 without a specific Council action, he has no qualms that they would retroactively approve it soon in the new year. He doesn’t want to allow a fiscal year change to force the County into not analyzing all the options available. He’s confident the County will continue to provide nonstop and uninterrupted EMS service to the folks of Whatcom County. In two weeks, they will know whether or not the County will move forward with the City of Bellingham. If the Council does not actually approve the budget item on January 1 does not mean they or the City stop providing service.

Louws stated he discussed the matter with the Mayor of Bellingham. The draw down is a concern of his and the Mayor’s. The Mayor asked the Fire Chief to look into questions about Medic 6 and the $400,000 increase and prepare an answer within the next couple of weeks. The City plans to phase out Medic 6 at the end of 2013, but is not likely to decrease cost by $400,000. The federal and state governments are reducing reimbursements, and they are catching up on two years of union agreements. He and the Mayor are working to bring the system closer into financial balance. He can’t guarantee they will do that completely. He recommends that Council approve the item as it is this year. The County is still under contract and obligated to pay for one more year.

He had a conversation this afternoon with Gary Russell of Fire District 7 about how ready they could be to take over the county on January 1, 2013. Mr. Russell told him there is absolutely no way to take over on January 1, 2013. Rural Whatcom county will require three full-time medic units. It won’t be financially or feasibly possible to get that to happen so quickly. Leave the appropriation in the budget as presented, and give him, the Mayor, and the Fire Chiefs countywide an opportunity to put a new system together.

Brenner stated she wants to support Crawford’s motion but isn’t comfortable with it since the County is under contract.

Knutzen stated it was disconcerting to find out there aren’t any councilmembers on the committee.
Kershner stated she is on the committee, but didn’t attend. She takes responsibility for not getting a replacement.

Kremen stated he concurs with Councilmember Brenner, and understands Councilmember Crawford’s frustration. He would like to see a resolution that continues a unified system that is affordable and also provides excellent service. Costs have become prohibitively expensive. Whatcom County pays a majority of the costs to fund the system, yet has little or no meaningful input. Hopefully that will change. However, it is not in good faith to not honor the contract, so he will oppose the motion.

Kershner stated the contract doesn’t specifically indentify a contract amount, so the Council could reduce the amount by $400,000. She asked the language in the contract that holds the County hostage to spending all the money in the EMS fund by 2015. Louws described the contract. In good faith, the County gave over authority for program management to City of Bellingham Fire Department. Now, they are trying to get the County a seat at the table for deciding service levels and financial responsibility. If they don’t negotiate a new agreement, this agreement ends at the end of 2013. If the County goes on its own, it will spend more than it spends today.

Kershner stated the Council previously voted to remove funding for EMS in 2014, and asked if that includes the general fund amount. She had withdrawn a motion to remove the appropriation from the general fund, because the Executive wanted the money there as a placeholder.

Desler stated the amount of $2.663 million includes funds for EMS and also for law and justice.

Marianne Caldwell, Administrative Services Department, stated the EMS fund includes a criminal justice appropriation of $700,000 and also $1.9 for EMS. In the technical corrections, the administration proposed to also appropriate the increase request for 2014. The Council removed the additional funding shown in the technical budget, but left the base budget.

The Council discussed the structure of the revenue and expenditures of the EMS fund for EMS services.

Crawford stated there is an increase of $400,000 that isn’t going to be reimbursed from Medicare. In addition, there is an increase of $500,000 to $600,000. He asked where that money is going. The ratio of advanced life support (ALS) to basic life support (BLS) has dropped from 60 percent to 40 percent, with a flat overall call volume. He asked where is the proposal from the City that reflects that efficiency. That’s a huge efficiency. Salary increase were granted. He asked how many County employees got raises in the last few years. He asked at what point the councilmembers think that enough is enough. The City may have the County locked into a contract, but they must have the discussion. The lost Medicare reimbursement is legitimate. A discussion about that lost reimbursement should be an isolated discussion. Put that aside and ask how they are accounting for over a half million dollars for less output on the part of the ALS branch of the system. It sounds like the Mayor is working with the Fire Chief about those answers. Delay this approval a couple of weeks to sort through that information.
Brenner asked if the Council can remove this part of the budget and table it for two weeks, or table the budget.

Dana Brown-Davis, Clerk of the Council, stated the Council cannot do that.

Mann stated he agrees with Councilmember Crawford. It’s significant that the County must honor its contract, but the Fire Department is holding the County hostage. It’s not in good faith to require the County to pay a huge price increase. The County is not being at all dishonest. It is sending a message that this increase is not right or fair.

Kremen stated this is a pattern Whatcom County has endured for at least 17 years. He is just as frustrated. However, they have to be responsible. He moved to amend the total EMS expenditure requested from the EMS fund in the budget so that it reflects the amount requested, minus $500,000 for which the County has no accounting and is attributable to the reimbursement rate.

Louws stated he recommends the Council to leave it as it is. The County has a contract obligation for one more year. He understands the concerns related to the costs, and has articulated that concern to the Mayor and the Council many times. However, the reserve is $4 million. Because of a doubling up of labor contracts, a reduction of federal reimbursement reduction, and other items, the County must use about $1 million of the reserves. He asked if the Council is willing and confident to risk people’s lives for one year for an amount of about $400,000. They can make a political statement and wait for two weeks. The Mayor of Bellingham and City are working in good faith. It’s in the best interest of the County to continue to provide this service into next year, with the understanding they need to fix the system in the next few months.

Kremen stated the County Council has not escalated the cost of this system to astronomical figures. The individuals across the street arbitrarily and unilaterally raised the rates and their costs, without any consultation with the County. He questions who is really not bargaining in good faith. He tried to be collaborative and professional for years. Costs have skyrocketed mostly because of arbitrary decisions made by those decision-makers. The County Council has every right and reason to feel it must make a statement.

Crawford stated there is not going to be an accident in Glacier on January 1 where no one shows up. They will work through this. They can work on getting something that works. If the City is intractable, the councilmembers will have to decide at the half million for the rest of the year. Either way, they will ensure service continues, whatever it takes. Two more weeks allows the Council to make a more informed decision. If necessary, the Council will meet the week between Christmas and New Year.

Brenner stated the County screwed up when it signed the contract, but this is what the County must do.

Knutzen stated he has a problem with not honoring a contract it’s signed. However, there was agreement for the Medic One system. The problems started when the County tried to implement that agreement. The contract has already been signed and broken. He will begrudgingly support this contract going forward. He’s concerned about the direction. A year ago, they were preparing an exit strategy if this didn’t work out. There are still a lot of costs that keep escalating, and it seems like they have given up on an exit strategy and
aren’t preparing a worse case scenario. He encourages someone to address his concern. They must have an exit strategy.

**Crawford withdrew** his motion to amend.

**Kremen withdrew** his motion to amend.

Brenner stated she won’t support the budget. She made many motions, including one about consolidating departments. It hasn’t been done or discussed.

Kershner asked about setting aside $100,000 for unplanned legal actions regarding the Gateway Pacific Terminal project.

Desler stated the Council has the ability to address the budget at the end of 2013 for the year 2014. They will know better at that time what may happen.

Kershner asked if they can write that potential cost into the fees and permitting process.

Desler stated there are authority and policy issues the administration would like to explore, and come back with recommendations. Fees can be adjusted mid-year if necessary.

Weimer stated upcoming programs they know about aren’t included in the budget. He asked if there is money in the budget for the aquatic invasive species program, a jail planner, and investigating the possibility of a stormwater utility district. Desler stated the Council will hear more about the jail on December 4. He can’t talk about the invasive species issue. The Council is able to make adjustments because the fund balances are there. There is no need for a placeholder in the budget tonight.

Brenner referenced the coal port application and stated they were told that all costs would be covered. Louws stated the County can collect for the time accrued before the contract was signed, in the amount of about $16,000. Additionally, the County is billing them anywhere from $3,000 to $8,000 per month right now, which are for direct labor costs. After the first of the year, when they get into the scoping process review, there will be more hours. The County can, by contract, be reimbursed. They aren’t getting administrative costs above that amount. The County learned a lesson. They aren’t substantially behind. The State is taking care of a lot of the bigger expenses. They are and will continue being reimbursed for direct staff time.

Kremen asked the expiration date of the contract. Louws stated he believes it goes as long as the initial phase of scoping in the contract with CH2MHill.

Sam Ryan, Planning and Development Services Department, stated there is an automatic contract extension from November 12 for six months, and then they look at it again.

Weimer stated if the County will get another contract to cover the cost of the process after the environmental impact statement (EIS) process, such as the costs for the Hearing Examiner. Louws stated the process includes three phases. The CH2MHill is contracted for
the first phase. They will have another contract. With the new fee structure, the County will be able to receive costs beyond just direct labor costs. He will look into the question.

**Kershner moved** to transfer $9,500 per year from the Planning Department to the Council Office for preparation of the Planning Commission minutes. The Planning Commission discusses items in detail, which could be helpful to the Council so it wouldn't have to discuss those items in detail again.

Ryan stated a Planning staff person is prepared to try to work the detailed minutes into her work schedule.

Brenner stated put the money into the Council budget. They've brought this up repeatedly. There is always a reason why they can't get them done. She appreciates that staff will try now, but she doesn't want to wait anymore. She has to spend a lot of time talking to Planning Commissioners about what is going on. This isn't more money. It's to make sure it gets done.

**Kershner** stated she is inclined to let the department attempt to do more detailed minutes. If it doesn't, the Council can do this later. She **withdrew** her motion.

Brenner stated she's been repeatedly told that they can't do a supplemental budget, although the Attorney General told her they can.

Kershner stated that if the Council takes the money from the department, it won't have the money it needs to attempt to do the minutes.

Regarding the final budget, the bargaining units are still negotiating, so they don't have a final number. The Council is passing the budget with the understanding that it may have to make adjustments.

Louws stated he would like the Council to revisit Council packet page 197, section II, item (D) to delete “between accounts and.” He needs the authority to transfer funds between accounts to deal with minor daily operations.

**Kremen moved** to approve the Executive’s suggested language to amend Council packet page 197, section II, item (D) to amend language, “...within the General Fund and between accounts and cost centers within other County funds, if authorized by the County Council.”

The motion to amend carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

Mann stated that in response to concerns brought forward tonight, he is in favor of growth paying for itself in terms of roads and infrastructure. However, the public gets a benefit from the permit and development reviews. He’s comfortable with the balance they have right now.

Councilmembers and the Executive individually commended and thanked each other and the Executive and his staff, who did a great job on the budget.
The motion to adopt the ordinance, as amended and with the additional information, carried by the following vote:

**Ayes:** Kremen, Crawford, Weimer, Knutzen, Mann and Kershner (6)

**Nays:** Brenner (1)


Kershner opened the public hearing and, hearing no one, closed the public hearing.

*Crawford moved* to adopt the ordinance.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Weimer, Knutzen, Mann and Kershner (6)

**Nays:** Brenner (1)

8. **RESOLUTION AUTHORIZING THE LEVY OF TAXES FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2013 (AB2012-348) (11:12:11 PM)**

(Clerk's Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Kershner opened the public hearing and, hearing no one, closed the public hearing.

*Crawford moved* to approve the resolution.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)


(Clerk's Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Kershner opened the public hearing and, hearing no one, closed the public hearing.

*Crawford moved* to approve the resolution.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

10. **ORDINANCE ESTABLISHING THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY PROJECT FUND AND ESTABLISHING PROJECT BASED BUDGET**
REQUEST NO. 1 FOR CRP #907001 BIRCH BAY DRIVE AND PEDESTRIAN FACILITY (AB2012-340) (11:13:56 PM)

Kershner opened the public hearing, and the following people spoke:

Barney Yorkston submitted and read from a handout (on file) and stated there are serious right-of-way issues that need to be dealt with.

Greg Brown stated the County doesn’t own or have rights to all this property. He would like to know what’s going on.

Patrick Alesse stated start the pedestrian walkway at Alderson Road. Also, the County must increase parking.

Kathy Berg stated she thanks this and the previous councils and executives for working 12 years on this matter with the Birch Bay community.

Sonny Brown stated the community has an agreement with the Executive to support maintenance once this takes place.

Claudia Hollad stated she is concerned about the right-of-way issue that involves a 60-foot right-of-way between Bay Center and Shintaffer Road, and beyond. There are speeding issues in that area now. Increasing the width of the road will now slow down cars. It will take 30 feet out of her yard. County staff have worked with the property owners in the past.

Gary Vogt, Edgewater Trailer Park, stated he is concerned about taking away beach rights to install a berm. He is also concerned about right-of-way issues. The road is fine now. There will be more problems if the County widens the road.

Hearing no one else, Kershner closed the public hearing.

Crawford asked about delaying this issue.

Jack Louws, County Executive, stated Civil Prosecuting Attorney Daniel Gibson has done a preliminary review into the right-of-way issue. The citizen concerns need to be resolved. This item is not to commit to a construction project. It is just to establish a project-based fund where the money will go. The administration is aware of property owner concerns and will work to resolve them.

**Weimer moved** to adopt the ordinance.

Brenner asked if staff have been talking to the property owners recently. Louws stated Roland Middleton continues to be engaged. He doesn’t know at what stage they are at. They are working their way through the concerns, and the Council will be involved in the decisions. If the County doesn’t have a legal right, the Council will have to decide whether or not the County will proceed with the project.

Brenner stated she will not support eminent domain. Louws stated he’s already instructed staff to look into the right-of-way issue.
Crawford referenced Council packet page 287 and asked how much right-of-way they’re talking about. Louws stated he doesn’t know that yet. There will probably have to be a legal ruling. The County will have to obtain some portions for right-of-way.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

11. ORDINANCE ESTABLISHING THE BIRCH BAY-LYNDEN ROAD/PORTAL WAY SIGNALIZATION/IMPROVEMENTS PROJECT FUND AND ESTABLISHING PROJECT BASED BUDGET REQUEST NO. 1 FOR CRP #901011 “BIRCH BAY LYNDEN ROAD/PORTAL WAY” SIGNALIZATION AND IMPROVEMENTS (AB2012-341) (11:31:44 PM)

Kershner opened the public hearing, and the following person spoke:
Claudia Hollod stated that intersection now is a big problem for people trying to cross. She supports the ordinance.

Hearing no one else, Kershner closed the public hearing.

Knutzen moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

12. ORDINANCE ESTABLISHING THE POTTER ROAD-SOUTH FORK BRIDGE NO. 148 REPLACEMENT PROJECT FUND AND ESTABLISHING PROJECT BASED BUDGET REQUEST NO. 1 FOR CRP #998027 POTTER ROAD-SOUTH FORK NOOKSACK RIVER BRIDGE NO. 148 (AB2012-350) (11:33:43 PM)

Kershner opened the public hearing and, hearing no one, closed the public hearing.

Knutzen moved to adopt the ordinance.

Mann stated he can’t support this project. It’s too expensive for too few people. They need a bridge there, but there doesn’t seem to be a genuine effort by Public Works Department staff to come up with a smaller design. Also, they were given some assurance that they would get the Nooksack Tribe to contribute. That hasn’t come through. If they go ahead and approve the $2 million, there isn’t incentive for the Nooksack Tribe to help pay for it. He can’t ever approve this project.

Brenner asked why the Public Works staff would work on something that would cost the same. A smaller bridge would result in lost federal funding, so the cost will be exactly the same.

Mann stated he doesn’t know that to be true.
Brenner stated the Nooksacks didn’t get the funding. That doesn’t mean they didn’t apply.

Mann stated they did apply. But an application can be followed with phone calls and arm twisting.

Brenner stated they don’t know what the Nooksacks did or didn’t do. That bridge is dangerous and needs to be replaced. The County allowed people to build there.

Brenner stated they are looking at an expenditure of $1.9 million for a County bridge, when the County just spent $3 million on the last item to get a signal. It would be hard to get a bridge of that size for under $2 million.

Kremen stated it’s not a bridge to nowhere.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen and Kershner (6)

**Nays:** Mann (1)

13. **ORDINANCE ESTABLISHING THE RURAL ROAD SAFETY PROGRAM PROJECT AND PROJECT BASED BUDGET REQUEST NO. 1 FOR CRP#911017 “RURAL ROAD SAFETY PROGRAM” (AB2012-351)**

Kershner opened the public hearing and, hearing no one, closed the public hearing.

**Crawford moved** to adopt the ordinance.

Brenner asked where the money is coming from and why they must transfer money out of the road fund instead of using road fund money. There are also federal funds.

Kershner stated it is a project-based fund so the Council can more easily track expenditures. The Council requested the administration to plan out and break out big projects, so they can see them.

Brenner stated they don’t need to set up a special fund. They also talked about getting rid of funds.

Kershner stated they would get rid of this fund when the project is done. This is a way to track the project.

Brenner asked if they can’t track a project through the road fund.

Kershner stated this process was a request of the Council.

Crawford stated it’s probably required by the federal contract.

Brenner asked if there is something in the federal language that says the County has to do it this way.
Brad Bennett, Administrative Services Department, stated the Public Works Department project-based budget means that the appropriation lasts the life of the project. It’s difficult to track these. If there is a biennial budget and a project budget within the same fund, separating what’s been approved in the project-based budget versus what’s been approved in the biennial budget is difficult. It’s much clearer to everyone if the money is in a separate fund. It’s also difficult to keep track of the cash if it’s all comingled.

Kershner asked if there will be fewer administrative requests for authorization to put money not used in the previous budget into the new budget. Bennett stated that’s correct. That’s the downside of the annual or biennial budget with these projects that take four or five years. They do the budget six months before the end of the year, which means they have to estimate where they’re going to be at the end of the year to plan for next year. They end up budgeting several times what the project ultimately cost because it went from year to year, and they were always budgeting it again the following budget cycle. It inflates the budget numbers and makes it difficult to project how much the fund balance will be. It interjects a lot of static into the system that makes it more difficult to have a good picture of where they are.

Knutzen stated there is $16,000 in right-of-way, and they’ve already spent $269,000. He asked the purpose of the projects that have already been done. Bennett stated he understands that it’s various improvements to eliminate hazards at various sites that are prone to accidents.

Brenner stated she won’t support it. She likes the way they do it, and that it keeps coming back to the Council. It reminds the Council what they’re doing and why they’re doing it. There are costs to creating funds. This isn’t necessary.

Kershner asked if projects that come from this fund won’t come back to the Council for approval, or if the projects still have to be approved.

Jack Louws, County Executive, stated the contracts that meet the criteria for coming to the Council will continue to do that. That doesn’t change anything. It gives the administration an opportunity to add everything up within this one category and to see what the overall costs are. Earlier, the Council was concerned about how many things came back to them. Also, he wanted the Public Works Department to dedicate money into these funds and reduce their opportunity for the huge budget lapses that they’d had over prior years. The goal this year was to bring their budget lapse down to 15 percent. In two years, he wants to tighten that up even more. From an operations standpoint, they will be more accountable than they have been in the past. The audits are clean, and nothing is underhanded. It’s his philosophy that they should be able to estimate a project so the administration can put the money in the fund. It gives them a better opportunity to determine how much of the undedicated funds are apportioned out in future years. Everyone will appreciate these project-based funds as they get used to working with them.

Brenner asked how much it costs to manage the fund. Louws stated that once they are in the computer system and the cost is established, it doesn’t cost any more than anything else.

Brenner stated they’ve been told there is a cost to managing separate funds. Bennett stated it costs less in terms of manpower and effort. With the old system, to
determine the balance, they have to pull reports and figure out the balance themselves. Now, they just call up the balance of that fund on the computer. If it's not in a separate fund, they have to look at how much they've spent in past budget years and deduct that from the total. It’s a manual exercise to figure out where they are in one point in time.

Brenner stated that is an argument in favor of creating lots of funds. She asked why the administration wanted to clean out these funds because they cost money to manage it. Bennett stated they don’t want to unnecessarily create funds. However, if there’s a good reason to create a fund, it can save time.

Knutzen asked for an explanation of the amounts given. They don’t seem to agree. He referenced the amount in the ordinance language. Bennett stated that number seems to be incorrect.

Louws stated he suggests the Council amend the whereas statement on Council packet page 295.

Kershner asked if they need to add a whereas statement that it will be funded with $16,000 from the road fund. Bennett stated that amount is scheduled to be transferred to this project. The Council may add it to the ordinance if it wants. They don’t have to have it.

Knutzen moved to amend the third whereas statement, “…the project will be funded with $1.325 $1.299 million in federal grants.”

The motion to amend carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

Brenner asked if federal law requires the County to show money from the road fund in this specific fund. It seems like federal grant money covers more than everything. She asked why they are transferring road money now.

Kershner stated it’s right-of-way money that isn’t covered by the federal grant.

Bennett stated the actual total estimated project cost of the rural safety program is $1,315,000 and the total estimated project revenues are $1,315,000.

The motion to adopt as amended carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)


Kershner opened the public hearing, and the following people spoke:
Steve Harris stated he hopes this won’t become a controversial issue. It will be expensive on an ongoing basis. It will be helpful to a lot of different departments. While in the field, there is no easy way to know about prior contacts. This system allows them to go to a call knowing someone else has been out there the previous day or the previous week, for example. It’s an immense asset for deputies in the field. He strongly supports this item.

Greg Brown stated he is in favor of the ordinance.

Claudia Hollad stated she is in favor of the ordinance. They’ve been working with the Sheriff on speeding issues. He’s done a really good job of catching speeders and robbers. Having access to this information is very important.

Kremen moved to adopt the ordinance.

Knutzen asked where the funding comes from.

Jack Louws, County Executive, stated funding comes from the general fund, partially from savings in the equipment rental and revolving (ER&R) fund and other found money. It’s in the best interest of the County to approve this.

Mann stated he supports this ordinance.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

CONSENT AGENDA

(11:59:59 PM)

Mann 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: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ACCEPT SUNLIFE STOP-LOSS POLICY FOR INSURANCE PROTECTION FOR THE SELF-INSURED MEDICAL PROGRAM FOR 2013 (AB2012-362)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT WITH FIRE DISTRICT #18 FOR A 30-YEAR TERM FOR THE FIRE HALL PROPERTY LOCATED AT 3250 SOUTH BAY DRIVE (AB2012-363)
3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT WITH DANIEL DONOGHUE TO LEASE THE NESSET FARM CARETAKER HOUSE AT 6176 SAXON ROAD, ACME (AB2012-364)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #12-76 TO THE LOW BIDDER, CLK CONSTRUCTION LLC FOR ELECTRICAL MODIFICATIONS TO THE COURTHOUSE DATA CENTER, IN THE AMOUNT OF $176,833.16 (AB2012-365)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE THE PURCHASE OF REPLACEMENT COMPUTERS USING A CITY OF EVERETT BID THROUGH VENDOR, DATEC, IN THE AMOUNT OF $101,241.01 (AB2012-366)

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE LOCAL AGENCY STANDARD SUPPLEMENTAL AGREEMENT NO. 2 FOR ON-CALL SUPPORT FOR THE WHATCOM COUNTY BRIDGE PROGRAM (WWC NO. 201102005) IN THE AMOUNT OF $9,200, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $58,700 (AB2012-367)

7. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN AGREEMENT BETWEEN WHATCOM COUNTY AND CDW GOVERNMENT LLC IN THE AMOUNT OF $72,280 FOR PROFESSIONAL SERVICES TO ASSIST WITH COUNTYWIDE EMAIL SYSTEM UPGRADE AND POST-IMPLEMENTATION SUPPORT (AB2012-357)

OTHER ITEMS

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK AND SUMAS CONCERNING COST SHARING FOR THE COMPREHENSIVE PLAN UPDATE AND URBAN GROWTH AREA REVIEW, IN THE AMOUNT OF $140,000 (AB2012-353) (12:00:38 AM)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request.

Brenner moved to amend to clarify that none of the money for this is to be spent for population projections.

Mann stated that’s not feasible or necessary. The Council made it clear that it doesn’t want to spend a lot of time on anything other than the numbers from the Office of Financial Management (OFM). Anything more official opens them up to complaints about process. Also, the consultant will need to roll that information into employment projections and other things part of this process. He agrees with the intent of the motion, but will vote against it.

Kershner asked how the $140,000 amount was determined and if there is a budget for that money.
Mark Personious, Planning and Development Services Department, stated the budget is laid out on page two. The staff put together a cost estimate.

Kremen asked how significant the population projection task is. Personious stated it’s not significant. It’s a given part of what they will look at. If they take the middle OFM projection, they won’t have to do a lot of projection work. Most of the work is in the allocation process, the employment projection, and the environmental impact statement (EIS).

Knutzen asked the problem from removing the population projection from the scope of work. It should theoretically lower the cost and make the process much easier. Personious stated the first thing they have to do is establish a population projection. This is a cooperative process with the cities per the interlocal agreement. Don’t presume they have a number before this process.

Kershner stated the original interlocal agreements with the cities set the population projection at the medium OFM projection. That was changed for the final interlocal. She asked if that was changed for all the cities. Personious stated he believes it was changed for all.

Brenner amended her motion and moved to amend Council packet page six, section 1, “Countywide population projections and allocations to urban growth areas using the OFM medium projection.” The County is supposed to focus on things they can actually do, given reduced revenues.

Kershner stated she is not comfortable voting on this until she sees the budget breakdown of what they’re paying for.

Mann stated this just provides budget authority. The actual contract will reflect the Council’s preferences for the scope of work.

Kershner stated this is an interlocal agreement with the amount in it.

She moved to postpone to December 4.

The motion to postpone to December 4 carried by the following vote:

**Ayes:** Kremen, Brenner, Knutzen and Kershner (4)

**Nays:** Crawford, Mann, and Weimer (3)

Kershner stated she wants to see the cost breakdown. They can schedule it in the Finance and Administrative Services Committee.

2. REQUEST APPROVAL OF THE WHATCOM COUNTY LODGING TAX COMMITTEE’S APPROVED REQUESTS FOR FUNDING THROUGH HOTEL/MOTEL TAX FUNDS FOR 2013 (AB2012-361) (12:13:06 AM)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request.
The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

3. UPDATE REGARDING WHATCOM COUNTY’S PARTICIPATION IN WA STATE HEALTH PATH STRATEGY 2 DEMONSTRATION (AB2012-368) *(12:13:36 AM)*

Brenner reported for the Public Works, Health, and Safety Committee and stated the Council does not need to take action.

4. RESOLUTION CLARIFYING ACCESSORY USES IN THE RURAL GENERAL COMMERCIAL (RGC) AND RURAL INDUSTRIAL MANUFACTURING (RIM) ZONES (AB2012-373) *(12:14:02 AM)*

Knutzen reported for the Planning and Development Committee and moved to approve the resolution.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

5. APPROVAL OF SPECIAL “STANDING” COUNCIL MEETING DATES FOR 2013 (AB2012-359) *(12:14:51 AM)*

Kremen moved to approve the 2013 special meeting dates.

Crawford asked if the schedule for the surface water work sessions was proposed by the Public Works Department staff.

Dana Brown-Davis, Clerk of the Council, stated she worked with staff to work around the regular meeting schedule and other meetings. If necessary, they can cancel meetings.

Crawford stated that a few years ago they agreed to reduce these meetings to every other month.

Kershner moved to have surface water work sessions every other month, with the first meeting in January.

Knutzen stated there are too many issues coming up, including invasive species and Lake Whatcom. It’s easier to cancel than try and schedule special meetings.

Crawford asked if the Clerk prefers to schedule meetings that can be later cancelled. Brown-Davis state she does.

Kershner withdrew her motion.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)
INTRODUCTION ITEMS

(12:17:37 AM)

Mann moved to accept the Introduction Items, including the changes to items two and three.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

1. ORDINANCE AMENDING THE 2012 WHATCOM COUNTY BUDGET, FOURTEENTH REQUEST, IN THE AMOUNT OF $665,728 (AB2012-369)

2. ORDINANCE AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP IN THE SMITH ROAD/GUIDE MERIDIAN AREA FROM R5A TO R10A AND APPROVING AN AMENDED DEVELOPMENT AGREEMENT (AB2012-370)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE 16.20, WHATCOM COUNTY SHELLFISH PROTECTION DISTRICT (AB2012-371)

4. RESOLUTION IN SUPPORT OF AN APPLICATION FOR A WASHINGTON DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT (AB2012-372)

5. ORDINANCE AMENDING THE WHATCOM COUNTY CODE TO ALLOW AGRICULTURAL SLAUGHTERING FACILITIES IN THE AGRICULTURE ZONING DISTRICT (AB2012-300)

6. ORDINANCE SUPPORTING 2012 PROJECT BUDGET REQUEST #3, FUNDING FOR THE EAST WHATCOM REGIONAL RESOURCE CENTER, IN THE AMOUNT OF $80,000 (AB2012-374)

OTHER BUSINESS

There was no other business.

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

(12:18:12 AM)

Knutzen reported that he took his family to Mt. Baker High School for Veterans Day. He thanked all veterans for their service.

ADJOURN
The meeting adjourned at 12:19 a.m. on Wednesday, November 21, 2012.

The Council approved these minutes on ______________, 2013.

ATTEST:          WHATCOM COUNTY COUNCIL
                 WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Committee Of The Whole

December 4, 2012

CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 6:30 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann, Pete Kremen and Carl Weimer
Absent: None
Attorneys also present: None

1. DISCUSSION REGARDING A POTENTIAL PROPERTY ACQUISITION FOR GENERAL GOVERNMENT PURPOSES (AB2012-018)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110(1)(b). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

Knutzen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda item, pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Kershner, Knutzen, Mann and Weimer (6)
Nays: None (0)
Absent: Kremen (out of the room) (1)

OTHER BUSINESS

ADJOURN

The meeting adjourned at approximately 7:00 p.m.

The Council approved these minutes on ______________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair
WHATCOM COUNTY COUNCIL
Regular County Council

December 4, 2012

CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 7:03 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:03:30 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Bill Knutzen, Kathy Kershner, Carl Weimer and Pete Kremen.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

(7:04:06 PM)

Kershner announced there was discussion regarding a potential property acquisition for general government purposes (AB2012-018) in executive session during the Committee of the Whole meeting.

SPECIAL PRESENTATION

1. PRESENTATION BY COUNTY EXECUTIVE JACK LOUWS AND SHERIFF BILL ELFO ON NEW JAIL PLANNING INCLUDING SELECTION OF POTENTIAL PROPERTIES AND POTENTIAL JAIL PLANNER (AB2012-156B) (7:04:45 PM)

Jack Louws, County Executive, submitted and read from a presentation (on file). He thanked the citizen representatives on the Jail Planning Work Group, Dave Christensen and Peter Dworkin.

Bill Elfo, Sheriff, continued the presentation about the process for establishing the Jail Planning Work Group, writing the jail planner request for proposal, establishing selection criteria, and the reasons for selecting the DLR Group. The Executive and Jail working group are now negotiating a proposed contract for the services of the DLR Group for review and consideration by the County Council.
Louws continued the presentation describing the siting criteria and the 11 property sites considered for the jail and the next steps. He submitted a book that includes complete information on all the potential properties.

Elfo stated the County must protect its residents. Their ability to do that is in jeopardy due to the failing jail facility. He acknowledged the Jail Planning Task Force and the Executive Jail Working Group. This may be one of the largest County projects in their generation, and it must be done right. They need the expertise of a talented and experienced jail planning firm to ensure they achieve the maximum efficiencies through design and technologies and also in finding alternatives to expensive incarceration, to include enhancements to the mental health options and treatments available. Be careful in making decisions that will have an impact far into the future. It makes more sense to locate the jail at a location where future needs can be addressed incrementally, if and when they occur, rather than starting over again with a major project in 20 years. Locate the jail in the central county, where law enforcement and the community have easy access to Interstate 5. He thanks the Council for its support of the project, and Executive Louws for his leadership. Continue to support efforts to complete this project as quickly as feasible.

Kershner asked if they are going to delay a decision on property acquisition until the jail planner is hired and makes recommendations. Louws stated a jail planner will help with the process. Ultimately, the County must complete a supplemental environmental impact statement (EIS). It wouldn’t be wise for the County to buy the property until that’s complete. He will develop a purchase and sale agreement with these folks, subject to all of these components and subject to Council approval. He doesn’t have the authority to buy the property without Council approval. They should also develop the budget and staffing needs so they can make a decision on all the related facts. That decision should come before the Council later in 2013.

Brenner stated people are asking her if the County can reassure people that it won’t dump all the improvements of a small area on a local improvement district (LID), which is what happened on Bakerview with the mall. Louws stated the County will review the City of Ferndale development standards and requirements. Rural Avenue and Sunset Avenue are already fully improved. LaBounty Road will be impacted by additional traffic. Whatcom County needs to pay for the infrastructure.

Mann asked if the DLR Group is in any way affiliated with the first contractor, HDR. Elfo stated it is not affiliated at all. They are two separate companies. DLR was formed under that name in 1966, and the firm is over 100 years old. It is an employee-owned company that has taken on major projects across the United States and the world.

Kremen asked the location of DLR headquarters. Elfo stated the DLR Group main office is in Seattle.

Elfo stated David King will act as a liaison to ensure the DLR Group is in tune and in touch with what’s going on. The principals of that firm attended many Jail Planning Task Force meetings to get perspective on and knowledge of what Whatcom County wants. He expects DLR to do a great job.

Elfo stated he can to make arrangements for councilmembers to see other DLR Group-developed facilities.
MINUTES CONSENT

(7:39:15 PM)

Knutzen moved to approve the Minutes Consent items.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

1. SPECIAL COMMITTEE OF THE WHOLE FOR NOVEMBER 1, 2012
2. SPECIAL COMMITTEE OF THE WHOLE FOR NOVEMBER 7, 2012
3. COMMITTEE OF THE WHOLE FOR NOVEMBER 7, 2012
4. REGULAR COUNTY COUNCIL FOR NOVEMBER 7, 2012

PUBLIC HEARINGS

Knutzen moved to move open session to this point in the meeting.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Mann and Kershner (6)
Nays: Knutzen (1)

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 16.20, WHATCOM COUNTY SHELLFISH PROTECTION DISTRICT (AB2012-371) (7:43:14 PM)

Kershner opened the public hearing and, hearing no one, closed the hearing.

Knutzen moved to adopt the ordinance.

Brenner stated the Council discussed this item in committee today.

Kershner stated that when appointed, the Advisory Committee members are appointed for life. They are changing the text to create and stagger the terms.

Chris Brueske, Public Works Department, stated the change is to standardize the membership with other County advisory committees.

Kershner stated the Birch Bay Shellfish Protection District has three positions that can be identified to receive 3-year terms, and the Council needs to choose one more. They will make a motion about identifying the fourth position to receive a 3-year term at the end of the meeting tonight, under Other Business.

The motion to adopt the ordinance carried by the following vote:
2. RESOLUTION IN SUPPORT OF AN APPLICATION FOR A WASHINGTON DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT (AB2012-372) (7:48:44 PM)

Kershner opened the public hearing and the following people spoke:

Mike Cohen, Bellingham Food Bank Executive Director, stated this would allow the food bank to expand to double its square footage and help more people.

Mann asked if the Whatcom County Emergency Food Network is another name for the food bank. Cohen stated it is what the collection of all the food banks in the county call themselves when applying for things on behalf of the full network. They are all independent non-profits.

Knutzen asked if the County did something similar to this two years ago in the County budget. He thought they were going to do a food bank expansion two years ago. Cohen stated this is part of a $2 million capital project to double the square footage and increase capacity.

Suzanne Nevan, Ferndale Food Bank Director, stated she encourages the Council to support this grant and collaborate the Bellingham food bank. Her county food bank can't do it's work without the support of the Bellingham food bank. Many county banks are small, and cannot accept the monthly and weekly shipments of food.

Jim Grennell, Project Hope Food Bank Executive Director, stated he also encourages support of the grant. The Bellingham food bank helps the people in Lynden. Help expand capacity of the Bellingham food bank, which will help the other food banks. There is a network of eight to ten food banks that depend on the Bellingham food bank. Expanding the Bellingham food bank will help feed more people in the county.

Hearing no one else, Kershner closed the public hearing.

Kremen moved to approve the resolution.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

3. ORDINANCE AMENDING THE WHATCOM COUNTY CODE TO ALLOW AGRICULTURAL SLAUGHTERING FACILITIES IN THE AGRICULTURE ZONING DISTRICT (AB2012-300) (7:54:22 PM)

Kershner opened the public hearing, and the following people spoke:

Tip Johnson stated he supports reasonable scale and properly-sited facilities that benefit local producers and consumers with quality local meat products. However, the use of the term small scale agricultural slaughter is misleading. The proposal is not small scale,
and addresses the slaughter of animals, not agriculture. It should be called large scale animal slaughter. The proposal permits unrestrained slaughter and rendering facilities, and encourages factory farms across 88,000 acres. Enabling farmland industrialization could contribute to the slaughter of agriculture in Whatcom County. The building limit is five times the size necessary, but any number of facilities can be accessory to one another, and thus be permitted. One facility might slaughter 75,000 chickens per day, and require 50 to 60 acres for factory chicken house or an untold number of acres of pasture-raised broilers to meet the one-half local rule. This could transform rural Whatcom County by creating some of the worst jobs in the world in an industry with one of the worst environmental reputations. Nothing in the record suggests anyone has properly evaluated the impacts of this new policy. Industrial poultry produces more nitrates and phosphates than feed lot beef, hogs, and daily combined. Every aquifer in the county is already polluted with too much nitrate. It’s been proven in studies that property values will go down, even if a facility is not built. Appoint a quality task force and allow the right size and type of facility in the very best place that will do the most good and least harm. Don’t rezone the entire agricultural zone, especially without a State Environmental Policy Act (SEPA) determination of non-significance (DNS) that doesn’t address the proposal.

Wendy Harris stated this proposal replaces land saved to grow food with unlimited industrial facilities. This gives farmers an industrial land upzone, prices industrial land at agricultural land rates, and has reduced environmental regulation and oversight. The proposal protects farmers’ property rights, not farm land. Natural resources are finite. She has not seen evidence of an established need. A shortage of slaughter facilities in Western Washington reflects consolidation of the slaughter industry. This has driven small farmers out of business and created low-paying jobs and animal abuse. The proposal embraces the source of the problem. There is a conflict between industrial and agricultural use of land. This proposal is not Growth Management Act (GMA) compliant because it lacks standards to prevent farmland from being replaced by industrial business. Whatcom County prohibited slaughterhouses in the agricultural zone in 2006. Nothing has changed to warrant a rezone.

Greg Brown stated this needs to be a permitted use, as the Planning Commission recommended. Staff suggested to the Council that’s its recommendation would make it work with the Growth Management Act. Set an employee level at 20 people.

Max Perry stated the Planning Commission held several meetings with input from farmers and citizens. He supports the Planning Commission final recommendation allowing slaughter facilities on agricultural land. It is a need of dairies and cattlemen to operate efficiently and cost-effectively.

Lori Erbs stated she is opposed to the ordinance. She referenced and read a letter she sent to the County Council dated October 6, 2012, which included a petition signed by over 60 property owners asking the Council to not rezone to allow slaughterhouses (on file). On behalf of the International Society for Cow Protection, she is opposed to cow slaughter. She practices Vaischnav, which opposes any kind of cow slaughter. She referenced the Manu Samhita and stated assisting someone in the slaughter of cows, including transporting and eating beef, will suffer severe karmic reactions. There are sustainable alternatives to slaughter.

Gaythia Weis stated she recently moved to Whatcom County from eastern Colorado. There aren’t enough slaughterhouses available nationwide. As a consumer, she wants a
U.S. Department of Agriculture (USDA) facility. Slaughter is an industrial process. They need specific zoning for a very few good facilities. The language should be “odor” not “noxious vapors.” They need to be concerned about waste from blood and guts. A facility needs a sewer system and waste treatment plant. Think more carefully about sizing. Twenty people in 15,000 square feet is a lot. The building only has to accommodate one cow.

Lisa McShane stated she agrees with Gaythia Weis. There is a growing interest in producing good, local food, including meat. They need to be able to slaughter animals. A mobile slaughterhouse from elsewhere doesn’t have the capacity or flexibility people need. The rules should be narrow to provide only for Whatcom County animals to be killed. Carefully control waste. Make sure it’s sized and sited appropriately for Whatcom County.

John Kirk stated he speaks on behalf of farmers and people in the agricultural area. About 1,000 individuals handle agriculture in Whatcom County. Most testimony tonight comes from people who don’t work in the farm industry. A problem is the matter of value-added products. The proposal is from individuals who want to add value to their farm products. Cut through the rhetoric. Farmers are always dealing with regulations. They have to meet criteria from different government departments. Look at this from the perspective of how farmers can make a living.

Charles Law stated he is opposed to the ordinance. Put such a facility in industrial land. It’s an industrial service and industrial product. It is not an agricultural service. He is also concerned about workers in a slaughterhouse, which are normally guest workers from another country. It is a very dangerous and low-paying job.

Gabriel Claycamp, applicant, stated that if a facility is not a USDA it can’t be sold. The facility will definitely be a USDA facility. The SEPA review has already been done, and another SEPA review will be done for the actual site. Wastewater plans are in place. A large scale slaughterhouse slaughters between 300 and 500 beef per hour. A plant of this size will be able to do 100 beef per day. This is a small scale slaughterhouse. Everyone wants dry-aged beef, which takes a lot of space. Most or all the concerns brought up by the community are valid, and will be addressed by other agencies.

Shane Roth stated the applicant’s entire business plan hinges on the Council adopting this ordinance. If the applicant had wanted to establish a slaughterhouse on time and open in 2013, his business plan would be to build where the use is zoned now. The County didn’t decide to build a slaughterhouse where it’s not allowed by zoning. Don’t rush to change zoning in the entire county because one person wants to start a business, which may be under-capitalized because he can’t afford to buy land where the use is currently zoned. The reason for the regulation is because unregulated slaughterhouses were carnal houses, as told by Upton Sinclair in his book *The Jungle*. People found out what was ending up in their food, and insisted that the industry be regulated. The reason government regulates industries is because the industries do a very bad job of regulating themselves. Slaughterhouses were the first industry to be regulated.

Hearing no one else, Kershner closed the public hearing.

*Brenner moved* to refer to the Planning and Development Committee. People who spoke provided a lot of interesting information. She encouraged them to leave their contact
Mann stated he supports the motion to refer to committee. The councilmembers aren’t that stupid. People use words like "land grab" and "factory farms" and say they are rezoning agricultural areas to industrial areas that will be over run with feed lots. That undermines their argument. That’s not what the County is doing or is trying to do. It isn’t the outcome. Everyone on the Council has the intent to support the local farmer. They all want a small scale, safe, humane, and environmentally friendly slaughterhouse that is USDA approved where local farmers can take their livestock and sell it locally. Unfortunately, the Council always has to write laws that envision the worst-case scenario. If there is a loophole, someone will try to go through it. He wants this done right. They shot down the possibility of wind mills because they didn’t like how they looked or sounded, and discussed it forever. They have enough information from the public that deserves a look. He will support the motion, but his goal is the same. They just want to make sure they get the language right.

Weimer stated he will also support the motion, for many of the reasons Councilmember Mann stated. They all support the need for a small slaughterhouse in the county. An environmentalist recently said that the one thing a person can do to reduce their footprint is to quit eating meat, except purchasing locally raised and slaughtered beef. It’s an equally green way to go. There is support for a slaughterhouse in the county. The original proposal for a 5,000 square foot facility with ten employees under a conditional use permit and a limited number of cows per day was a very good proposal. Unfortunately, the Planning Commission took off on a new philosophical discussion about property rights. That’s a new twist he can’t support. It needs to go back to committee for some more work.

Kremen stated he also supports the motion to refer to committee, for the reasons already stated.

Kershner stated testimony was given that she is against any regulation of slaughtering facilities. That is not true. The Planning staff and legal department came forward with conflicting information about the Planning Commission recommendation, and it was frustrating. She agrees that the Council is not trying to turn Whatcom County agricultural land into a huge industrial complex that is slaughtering cows, chickens, and pigs on every square inch of the agricultural land. They’re actually trying to meet a community need that is expressed by people who want to buy local, raise local cows, and eat locally raised food. Some of the arguments made tonight border on the ridiculous. Send it back to committee to make sure the sky doesn’t fall on Whatcom County if there is a slaughtering facility in agricultural land.

Knutzen stated he accepts the item back in the Planning and Development Committee with the understanding that this not become another windmill ordinance.

Kershner asked the actual concerns that they should work on.

Brenner stated address concerns about how they can make it a better ordinance. A lot of information was given. She won’t support anything that includes rendering. The findings must be consistent.
Crawford stated the Council could adopt the ordinance and address unintended consequences in the future if necessary. NPR did a story this summer called “Small Scale Slaughterhouses That To Put The ‘Local’ Back In Local Meat.” He would like to know why they changed from the number of employees to size. The example from the NPR article are in the range of 5,000 square feet. Confinement feeding operations such as those in Kansas or Wyoming are not what they envision for Whatcom County. Remedy that concern by also limiting the amount of time the animals to be slaughtered can remain on the property. That would address the concern that this may become a confinement feeding operation, which is also about fattening the cows. If the code they develop limits the amount of time a live cow can be on the site, it will allay concerns that this would become an adjunct to something on a bigger scale. He’s happy with the ordinance as it is, and is ready to vote on it. Refinements may make it more palatable.

The motion to refer to committee carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

OPEN SESSION

(8:31:58 PM)

The following people spoke:
- James Riley Sweeney spoke about the proposed jail.
- Dave Forbes, Whatcom Fire District 7, spoke about emergency medical services (EMS) in Whatcom County.
- Brent Fox spoke about a proposed jail site.
- Jim Fox spoke about a proposed jail site.
- Terry Leenstra spoke about a proposed jail site.
- Robert French submitted and read from a handout (on file) about a proposed jail site.
- Greg Brown spoke about the jail site proposal.
- Paul Harris spoke about the jail proposal.
- Lisa McShane submitted a handout (on file) and spoke about the jail proposal.
- David Stalheim submitted a handout (on file) and spoke about the environmental impact statement (EIS) scoping process for Gateway Pacific.
- Ray Baribou, Jail Planning Task Force, spoke about a jail design.
- Matt Paskus spoke about airport concerns.
- Karen Brown spoke about Parks and Recreation Commission proceedings and the reconveyance.
- Chet Dow spoke about the Council’s role in the Gateway Pacific project.

CONSENT AGENDA

(9:06:58 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through 28 and 29 through 42. Remove item 29 at the request of a member of the public. There is a substitute page for Consent Agenda item
25. Not all committee members voted unanimously on all the Consent Agenda items, but all
were recommended for approval by a majority of the committee.

Brenner withdrew Consent Agenda item 25.

The motion to approve Consent Agenda items one through 24, 26, 27, and 29
through 42 carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A
   CONTRACT BETWEEN WHATCOM COUNTY AND BURLINGTON
   ENVIRONMENTAL LLC FOR THE OPERATION OF THE MODERATE-RISK WASTE
   FACILITY (DISPOSAL OF TOXICS), IN THE AMOUNT OF $350,000 ANNUALLY
   (TOTAL OF $1,050,000 FOR THE THREE YEAR CONTRACT) (AB2012-380)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO
   SUPPLEMENT NO. 4 FOR THE CONTRACT BETWEEN WHATCOM COUNTY AND
   DAVID EVANS AND ASSOCIATES FOR DESIGN REVISIONS TO COMPLY WITH
   PERMITTING CONDITIONS AND ADDRESS R/W CONCERNS FOR THE POTTER
   ROAD SOUTH FORK BRIDGE #148 REPLACEMENT, IN THE AMOUNT OF
   $49,238.68 (AB2012-381)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A
   CONTRACT AMENDMENT FOR SERVICES WITH REISNER DISTRIBUTOR, INC.
   FOR THE PURPOSE OF PROVIDING CARD LOCK FUEL SERVICE FOR
   WHATCOM COUNTY FLEET VEHICLES, INCLUDING LAW ENFORCEMENT
   VEHICLES WHEN UNABLE TO REFUEL AT THE CENTRAL SHOP FUELING
   STATION, IN THE AMOUNT OF APPROXIMATELY $800,000 (AB2012-382)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT
   AGREEMENT BETWEEN WHATCOM COUNTY AND THE WA STATE DEPT. OF
   ECOLOGY FOR GRANT FUNDING TO REIMBURSE THE COUNTY FOR
   STORMWATER IMPROVEMENTS IN THE WEST TRIBUTARY OF SILVER BEACH
   CREEK, IN THE AMOUNT OF $208,640 (COUNTY HAS PROVIDED A MATCH OF
   25% OR $69,546) (AB2012-383)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A
   CONTRACT BETWEEN WHATCOM COUNTY SHERIFF’S OFFICE AND USDA
   FOREST SERVICE FOR THE PROVISION OF FUNDING FOR A DEPUTY TO
   PATROL THE MT. BAKER-SNOQUALMIE NATIONAL FOREST, IN THE AMOUNT
   OF $64,500 (AB2012-384)

6. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN
   AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN WHATCOM
   COUNTY AND WASHINGTON STATE UNIVERSITY FOR JOINTLY SHARING
   COSTS FOR FACULTY POSITIONS IN WSU WHATCOM COUNTY EXTENSION,
   IN THE AMOUNT OF $93,542 (AB2012-385)
7. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND DR. JUNG LEE FOR JAIL DENTAL SERVICES, IN THE MAXIMUM ANNUAL AMOUNT OF $38,220 (AB2012-386)

8. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO APPROVE THE USE OF WASHINGTON STATE CONTRACT FOR THE ANNUAL 2013-14 SUPPLY OF SNOW AND ICE CONTROL PRODUCTS FROM A CONTRACT LIST OF VARIOUS SUPPLIERS, IN AN AMOUNT THAT MAY EXCEED $35,000 (AB2012-387)


11. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY PARKS AND RECREATION AND THE JET OLDSTERS ASSOCIATION OF FERNDALE TO PROVIDE FUNDING FOR STAFFING AND OPERATIONAL SUPPORT FOR THE FERNDALE SENIOR CENTER, IN THE ANNUAL AMOUNT OF $58,750 (AB2012-390)

12. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A PUBLIC USE SCHEDULING AGREEMENT BETWEEN WHATCOM COUNTY PARKS AND RECREATION AND THE JET OLDSTERS ASSOCIATION OF FERNDALE FOR FACILITY RESERVATIONS AND COLLECTIONS (AB2012-391)

13. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY PARKS AND RECREATION AND THE WHATCOM COUNCIL ON AGING TO PROVIDE FUNDING FOR STAFFING AND OPERATIONAL SUPPORT FOR THE BELLINGHAM SENIOR ACTIVITY CENTER, IN THE ANNUAL AMOUNT OF $58,750 (AB2012-392)

14. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY PARKS AND RECREATION AND THE CITY OF BELLINGHAM FOR THE USE OF THE PLANTATION RANGE BY BELLINGHAM POLICE DEPARTMENT, IN THE AMOUNT OF $25,974.50 (AB2012-393)

15. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT BETWEEN WHATCOM COUNTY AND FLEX-PLAN SERVICES, INC. AS THE COUNTY’S DIRECT REIMBURSEMENT
16. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT BETWEEN WHATCOM COUNTY AND FLEX-PLAN SERVICES, INC. AS THE COUNTY’S HEALTH SAVINGS ACCOUNT ADMINISTRATOR, IN THE AMOUNT OF $5 PER EMPLOYEE PER MONTH (AB2012-395)

17. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND LYDIA PLACE FOR CASE MANAGEMENT AND SUPPORT SERVICES TO INDIVIDUALS RECEIVING SUBSIDIES THROUGH THE WHATCOM HOMELESS SERVICE CENTER, IN THE AMOUNT OF $113,996 (AB2012-396)

18. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND ACTION CLEANING SERVICES FOR THE PURPOSE OF PROVIDING CUSTODIAL SERVICES FOR SIX COUNTY SATELLITE BUILDINGS, IN THE AMOUNT OF $141,204.36 (AB2012-397)

19. RESOLUTION TO APPOINT A DIRECTOR AND ALTERNATE DIRECTOR TO THE WASHINGTON COUNTIES RISK POOL (WCRP) BOARD (AB2012-398)

20. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND SEA MAR COMMUNITY HEALTH CENTERS FOR MENTAL HEALTH TREATMENT SERVICES, IN THE MAXIMUM AMOUNT OF $90,000 (AB2012-399)

21. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WHATCOM COUNSELING AND PSYCHIATRIC CLINIC FOR MENTAL HEALTH TREATMENT SERVICES, IN THE MAXIMUM AMOUNT OF $125,000 (AB2012-400)

22. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND CANTRELL COUNSELING & ASSOCIATES, INC. FOR MENTAL HEALTH TREATMENT SERVICES, IN THE MAXIMUM AMOUNT OF $20,000 (AB2012-401)

23. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE WHATCOM HUMANE SOCIETY FOR THE PROVISION OF ANIMAL CONTROL SERVICES, IN AN AMOUNT OF $30,058.96 PER MONTH; TOTAL COMPENSATION SHALL NOT EXCEED $721,415.04 FOR THIS TWO YEAR CONTRACT (AB2012-402)

24. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND THE WHATCOM HUMANE SOCIETY FOR THE PURPOSE OF PROVIDING ANIMAL CONTROL AND SHELTER SERVICES AT THE COUNTY-OWNED FACILITY KNOWN AS 1661 BAKER CREEK PLACE (AB2012-403)
25. RESOLUTION IN THE MATTER OF ADOPTING A SALARY SCHEDULE AND POLICIES FOR UNREPRESENTED WHATCOM COUNTY EMPLOYEES EFFECTIVE JANUARY 1, 2013 (AB2012-404) (9:11:29 PM)

Brenner stated she is concerned about the changes being made to the employee medical insurance. It was hastily done. Many people won’t know what they’re opting into. They should take more time. There should be other options.

Kershner stated she agrees that this came forward quickly, but that happens sometimes. The Council can bring this back up later, when things settle down. A lot of employees are working diligently right now to make a decision about healthcare.

Brenner stated she doesn’t believe any change would take effect until next year. Staff at the lower end of the pay range will be hit hard.

Knutzen stated he is also concerned about the people at the bottom of the pay scale who will be hit the hardest. The Council hoped to do something about that.

Jack Louws, County Executive, stated the Human Resources Division has been working diligently on healthcare issues, as every agency has. It’s a difficult problem, with increased costs and tight timelines for decision-making. There has been a good discussion about this. He thanks Councilmember Brenner for bringing forward the issues. Based on her recommendations, the administration has offered a third option to employees, to give those who didn’t want to make a payroll contribution an opportunity to enter into a plan with a higher deductible. The administration manages three separate plans right now. It takes a lot of administrative work. This is something they can build on, and give everyone better options next year. He understands the concern and frustration, but the decision needs to be made. They need to move forward an unrepresented resolution. He encourages the Council to approve the resolution.

Kremen asked if they were told by the Human Resources Manager that the program could be amended at any time, and they don’t have to wait a full year. Louws stated the question was whether the unrepresented resolution amended during the year, and it can. He doesn’t know whether or not they are able to make plan changes mid-year. They do have the ability to change contribution levels mid-year. If negotiations require changes to the contribution levels, they can make those changes.

Brenner stated she appreciates the Executive’s comments, but she received information that said this is only for 2013. She finds it hard to believe that the administration will let any employee change their plan mid-year. The Council would make changes, but for the next year. For years she’s said this plan is not sustainable, and they need to look at options. They’ve known for years this was coming. It would have been fairer to employees to let them know what is going on and to provide better options. She can’t in good faith support the resolution.

**Mann moved** to approve the resolution.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Weimer, Knutzen, Mann and Kershner (6)

**Nays:** Brenner (1)
26. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE BELLINGHAM FOOD BANK TO PROVIDE FUNDING TO SUPPORT THE COLLECTION, WAREHOUSING AND DISTRIBUTION OF FOOD TO NEIGHBORHOOD FOOD BANKS THROUGHOUT WHATCOM COUNTY, AS WELL AS SUPPORT THE FOOD BANK’S GLEANING PROJECT, IN THE AMOUNT OF $58,000 (AB2012-405)

27. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE WHATCOM VOLUNTEER CENTER TO PROVIDE VOLUNTEER SERVICES TO MULTIPLE COUNTY OFFICES AND SERVICE LOCATIONS, IN THE AMOUNT OF $30,000 (AB2012-406)

28. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST REGIONAL COUNCIL TO SUPPORT THE BOUNDARY REVIEW BOARD, IN THE AMOUNT OF $18,000 (AB2012-407)

29. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WHATCOM FARM FRIENDS TO SUPPORT A BAITING AND TRAPPING PROGRAM TO CONTROL THE STARLING POPULATION IN WHATCOM COUNTY, IN THE AMOUNT OF $15,000 (AB2012-408) (9:19:33 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request. The community member who requested that this be withdrawn from the Consent Agenda is not here now.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

30. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND DOMESTIC VIOLENCE & SEXUAL ASSAULT SERVICES TO SUPPORT THE WHATCOM COUNTY COMMISSION AGAINST DOMESTIC VIOLENCE, IN THE AMOUNT OF $35,000 (AB2012-409)

31. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND SUSTAINABLE CONNECTIONS FOR ADVERTISING AND TOURISM PROMOTION OF AGRITOURISM IN WHATCOM COUNTY, IN THE AMOUNT OF $20,000 (AB2012-410)

32. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WHATCOM EVENTS TO PROVIDE FUNDING FOR ADVERTISING AND TOURISM PROMOTION OF THE ANNUAL SKI TO SEA RACE IN WHATCOM COUNTY, IN THE AMOUNT OF $30,000 (AB2012-411)
33. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE HERITAGE FLIGHT MUSEUM TO PROVIDE FUNDING FOR ADVERTISING AND TOURISM PROMOTION OF THE MUSEUM, IN THE AMOUNT OF $15,000 (AB2012-412)
34. RESOLUTION TO SET HEARING TO SELL TAX-TITLE PROPERTY BY NEGOTIATION TO THE CITY OF NOOKSACK – REQ. #2012-01 (AB2012-413)
35. RESOLUTION ACCEPTING THE ADDITION OF A WHATCOM COUNTY CAPITAL PROJECT INTO THE 2010 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) (AB2012-414)
36. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND WHATCOM GUARDIAN AD LITEM, LLC TO PROVIDE PROFESSIONAL GUARDIAN AD LITEM SERVICES FOR YOUTH SUBJECT TO DEPENDENCIES IN WHATCOM COUNTY SUPERIOR COURT, IN THE AMOUNT OF $40 PER HOUR, NOT TO EXCEED 8,000 HOURS IN THE 2013 CALENDAR YEAR (AB2012-415)
37. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND PACIFIC NORTHWEST GUARDIAN AD LITEM TO PROVIDE PROFESSIONAL GUARDIAN AD LITEM SERVICES FOR YOUTH SUBJECT TO DEPENDENCIES IN WHATCOM COUNTY SUPERIOR COURT, IN THE AMOUNT OF $40 PER HOUR, NOT TO EXCEED 2,000 HOURS IN THE 2013 CALENDAR YEAR (AB2012-416)
38. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL LOAN AGREEMENT BETWEEN WHATCOM COUNTY AND THE NOOKSACK VALLEY SCHOOL DISTRICT FOR EDI FUNDING IN THE AMOUNT OF $600,000 FOR A BRIDGE LOAN FOR USE TOWARDS A WASTEWATER TREATMENT PROJECT (AB2012-417)
39. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND BAYSIDEPATHOLOGY, INC. FOR MEDICAL EXAMINER SERVICES, IN THE AMOUNT OF $11,649.02, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $399,949.56 (AB2012-418)
40. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE EXTENSION FOR MORGUE AND MEDICAL EXAMINER FACILITY SPACE FOR A PERIOD OF ONE YEAR, THROUGH SEPTEMBER 30, 2014 (AB2012-419)
41. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE EXTENSION FOR HEALTH DEPARTMENT SPACE AT STATE STREET FOR A PERIOD OF ONE YEAR, THROUGH SEPTEMBER 30, 2014 (AB2012-420)
42. REQUEST APPROVAL OF A CONTRACT WITH VAN NESS GELDMAN GORDONDERR, ATTORNEYS AT LAW, TO ASSIST IN REPRESENTING WHATCOM COUNTY IN GROWTH MANAGEMENT HEARINGS BOARD CASE NO. 11-2-0010C AND CASE NO. 12-2-0013 (AB2012-422)
43. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN WHATCOM COUNTY AND
THE SKAGIT COUNTY SHERIFF FOR USE OF THE PLANTATION RIFLE RANGE
DURING THE PERIOD JANUARY 1 – DECEMBER 31, 2013 (AB2012-425)

OTHER ITEMS

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN
INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITIES OF
BELLINGHAM, BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK AND
SUMAS CONCERNING COST SHARING FOR THE COMPREHENSIVE PLAN
UPDATE AND URBAN GROWTH AREA REVIEW, IN THE AMOUNT OF $140,000
(AB2012-353) (9:20:25 PM)

Mann reported for the Finance and Administrative Services Committee and moved
to approve the request.

Brenner stated it is better than it was. The problem is also about paying someone to
do projections, when they can just do 10 percent either way of the Office of Financial
Management (OFM) projection. It bothers her more that they are not using the
coordinating council, on which the Executive served as the chair. It was a good process
where everyone could go, make comments, and hear from other jurisdictions. Use the
coordinating council instead of this process.

The motion carried by the following vote:
Ayes: Crawford, Weimer, Knutzen, Mann and Kershner (5)
Nays: Brenner and Kremen (2)

2. ORDINANCE AMENDING THE 2012 WHATCOM COUNTY BUDGET,
FOURTEENTH REQUEST, IN THE AMOUNT OF $665,728 (AB2012-369)
(9:22:37 PM)

Mann reported for the Finance and Administrative Services Committee and moved
to adopt the ordinance.

Kershner stated they wouldn’t automatically spend $50,000 for legal counsel. The
money is just budgeted for legal counsel if necessary. They are just lining up the resources
if they’re needed.

Brenner stated her support is because they keep getting sued, despite mediation.
When the County decided to go to Superior Court in the past, the County won. The issues
may be different, but the County is constantly being ordered to do what the mediators say.
The Council was elected by the public. The Council is diverse, with many perspectives.
They should do their jobs.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)
3. ORDINANCE SUPPORTING 2012 PROJECT BUDGET REQUEST #3, FUNDING FOR THE EAST WHATCOM REGIONAL RESOURCE CENTER, IN THE AMOUNT OF $80,000 (AB2012-374) (9:25:12 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

Brenner stated they’re not happy about it, but they’re doing it.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND TETRA TECH, INC. FOR ASSISTANCE IN DEVELOPING THE BIRCH BAY CENTRAL UPLANDS SUBWATERSHED MASTER PLAN FUNDED THROUGH THE BBWARM DISTRICT BUDGET, IN THE AMOUNT OF $138,431 (AB2012-378) (9:26:04 PM)

(Clerk’s Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:

Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND PACIFIC SURVEYING FOR ALTERNATIVES ANALYSIS OF ROAD AND BRIDGE ALIGNMENTS TO ACCOMMODATE A DEFLECTION BERM ALONG JONES CREEK, IN THE AMOUNT OF $154,653.49 (AB2012-379) (9:27:00 PM)

(Clerk’s Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request. Two members of the subzone advisory board indicated they weren’t consulted and do not support approval at this time. Staff said it wouldn’t be difficult to delay this item. If the subzone doesn’t want to spend $150,000 in their subzone, the County should respect that. He won’t support the motion.

Kershner asked if the $150,000 was subzone money.

Mann stated it is flood fund money.
The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Weimer and Kershner (4)

**Nays:** Brenner, Mann and Knutzen (3)

6. **ORDINANCE AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP IN THE SMITH ROAD/GUIDE MERIDIAN AREA FROM R5A TO R10A AND APPROVING AN AMENDED DEVELOPMENT AGREEMENT (AB2012-370)**

(9:29:17 PM)

**Knutzen** reported for the Planning and Development Committee and **moved** to adopt the ordinance.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

7. **REQUEST APPOINTMENT OF TWO MEMBERS OF THE COUNTY COUNCIL TO SERVE ON THE AD HOC TITLE 20 REVIEW ADVISORY COMMITTEE (AB2012-423)**

(9:30:02 PM)

**Knutzen** reported for the Planning and Development Committee and **moved** to appoint Councilmembers Crawford and Kershner.

Crawford stated he thought the appointees would be Councilmembers Knutzen and Mann.

Knutzen stated they made changes.

Kershner stated it sounds like Councilmembers Mann and Crawford can both participate if the meetings are held on a Monday or Tuesday morning.

Kershner stated she can serve as an alternate member, due to her schedule.

Jack Louws, County Executive, stated they will work around councilmember schedules.

**Knutzen amended his motion and moved** to appoint Councilmembers Mann and Crawford and to appoint Councilmember Kershner as the alternate member.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

**INTRODUCTION ITEMS**

(9:33:38 PM)

**Brenner moved** to accept the Introduction Items.

Whatcom County Council, 12/4/2012, Page 17
Crawford stated he proposes in Introduction Item 1 to add the potential for clustering as long as it doesn’t increase impervious surface, create a lot less than one acre, and it doesn’t increase the density.

Kershner stated the Council will introduce two ordinances, and then pick one.

Crawford stated they should introduce the old version, because the moratorium expires in the meantime.

The motion carried by the following vote:

**Ayes:** Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)

**Nays:** None (0)

Crawford asked if they can hold the hearings on the two version concurrently.

Dana Brown-Davis, Clerk of the Council, stated they could, but she prefers to hold separate hearings.

1. **ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR DIVISIONS OF LAND RESULTING IN LOTS SMALLER THAN FIVE ACRES WITHIN THE LAKE WHATCOM WATERSHED (AB2012-040B)**

   *Note: Two versions of this ordinance were Introduced. The first version, here (AB2012-040B) contains the following provision:*

   "BE IT FURTHER ORDAINED that divisions and boundary line adjustments utilizing clustering which result in lots less than five (5) acres with no overall lot density increase shall be exempt from this division moratorium. This exemption shall apply to the R5A and RR-5A zones only in areas without public water availability"

   The second version (below, AB2012-040C), is identical to the ordinance currently in effect.

2. **RESOLUTION TO SELL TAX-TITLE PROPERTY BY NEGOTIATION TO THE CITY OF NOOKSACK – REQ. #TR2012-01 (AB2012-413A)**

3. **ORDINANCE AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE SMITH ROAD / GUIDE MERIDIAN AREA FROM RURAL TO RURAL COMMUNITY AND AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP FROM R5A TO RIM (AB2012-424)**

4. **RESOLUTION VACATING A PORTION OF BRIDGEWATER STREET (SHIPYARD ROAD) AND DEARBORN AVENUE (AB2012-272A)**

5. **ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR DIVISIONS OF LAND RESULTING IN LOTS SMALLER THAN FIVE ACRES WITHIN THE LAKE WHATCOM WATERSHED (AB2012-040C)**
OTHER BUSINESS

(9:36:22 PM)

ORDINANCE AMENDING WHATCOM COUNTY CODE 16.20, WHATCOM COUNTY SHELLFISH PROTECTION DISTRICT (AB2012-371)

Kershner stated they must select one of the Birch Bay Shellfish Protection District Advisory Committee members to a three-year term, so all the position will be staggered.

Mann moved to designate position 2, held by Keats Garman, to serve as a three-year term.

Mann stated it looks like the term is already expired. He asked if he has been reappointed for another four years.

Kershner stated they all start new terms in January. The position would begin a three-year term in January, which would be his first term.

Brenner asked if any of the members are in their second term.

Kershner stated none are in their second term. This is a brand new ordinance, so they are all starting in their first term. They’re just deciding who will have three-year terms and who will have four-year terms.

The motion carried by the following vote:
Ayes: Kremen, Crawford, Brenner, Weimer, Knutzen, Mann and Kershner (7)
Nays: None (0)

INTRODUCTION ITEMS

Dana Brown-Davis stated that in the past, the Council has held two hearings on the same issue, and citizens can speak at one hearing and apply their testimony to the record of the second hearing, so they don’t have to get up and speak twice.

Crawford asked if they can hold the vote until after both hearings. Brown-Davis stated she will look into an answer to the question.

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

(9:39:43 PM)

Crawford reported that he wishes all a Merry Christmas. Next year is a campaign year for councilmembers, and will be an exciting year. He also reported on an update on the Slater Road Bridge repair. Transportation infrastructure is how citizens interact with government, more than anything else. Citizens have direct contact with a government-controlled facility daily. When transportation structures have problems, it will have the
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.

biggest impact. He’s glad the administration has worked on this, and looks forward to the bridge reopening.

Kremen reported that he attended a resource fair at the East Whatcom Regional Resource Center. The event was well attended, and the facility is being well used and valued in the Kendall community. He extended his Christmas and New Years greeting to all.

Brenner reported that she wishes peace and goodwill to all.

Kershner reported on flood preparedness. Everyone should make sure they have emergency supplies to help themselves and possibly help a neighbor. She also hopes the federal government makes sure they don’t fall off the financial cliff.

Mann reported on the presentation today regarding the veterans assistance program. The presentation was excellent in style and substance. He encourages all the departments to look at that presentation. The program has a track records of success. He’s thankful for everything they have. They work with a great group of people. He looks forward to next year.

Knutzen reported that he thanks the Council staff. He wishes everyone a Merry Christmas and Happy New Year. He thanks the Information Technology staff, the Finance Division staff, and the current and former Executives for contributing to the Computers for Kids Program in our community.

Weimer reported that at the Lake Whatcom Policy Group meeting, they heard plans for invasive species control, which has moved forward to the planning stage. They’re looking at having six or eight new people to do inspections daily at different areas around the lake. The County’s portion of that expense will be about $20,000 or $30,000.

ADJOURN

The meeting adjourned at 9:47 p.m.

The Council approved these minutes on ______________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Special Committee Of The Whole

December 18, 2012

CALL TO ORDER
Council Chair Kathy Kershner called the meeting to order at 4:00 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL
Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann and Carl Weimer
Absent: Pete Kremen
Attorneys also present: None

COMMITTEE DISCUSSION
1. STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING (AB2012-306)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.140 (4)(a). Executive session will conclude no later than 5:00 p.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

Knutzen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda item, pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Kershner, Knutzen, Mann and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

OTHER BUSINESS

ADJOURN
The meeting adjourned at approximately 5:00 p.m.

The Council approved these minutes on ______________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
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**TITLE OF DOCUMENT:**
Ordinance imposing an interim moratorium on apps. in the Lk. Whatcom Watershed

**ATTACHMENTS:**

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<th>SEPA review required?</th>
<th>( ) Yes ( ) NO</th>
<th>Should Cerk schedule a hearing?</th>
<th>( ) Yes ( ) NO</th>
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**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.)

Ordinance imposing an interim moratorium on the acceptance of new applications for divisions of land resulting in lots smaller than five acres within the Lake Whatcom watershed

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
12/04/2012: Introduced

**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.
SPONSORED BY: 
PROPOSED BY: 
INTRODUCTION DATE: December 4, 2012

ORDINANCE # __________

IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR DIVISIONS OF LAND RESULTING IN lots SMALLER THAN FIVE ACRES WITHIN THE LAKE WHATCOM WATERSHED

WHEREAS, oxygen levels in Lake Whatcom are declining to lower levels and declining faster than in the past; and

WHEREAS, lower oxygen levels and more rapid decline in oxygen in Lake Whatcom are related to increased rates of sediment and phosphorus loading into the lake; and

WHEREAS, increased availability of phosphorus has limited the nitrogen availability in the lake, making the lake more susceptible to blue-green algae blooms; and

WHEREAS, longer durations of very low oxygen levels increase the rate of methylation of mercury and other anaerobic compounds; and

WHEREAS, increased productivity in the upper waters of the lake lead to increased disinfection byproducts such as total trihalomethanes (TTHMs); and

WHEREAS, longer durations of very low oxygen levels release phosphorus bound in the lake sediments resulting in increased availability of phosphorus and further increasing biological production in the lake;

WHEREAS, Washington State Department of Ecology has listed Lake Whatcom as an impaired water body and placed Lake Whatcom on the federal Clean Water Act 303(d) list because of low oxygen levels; and

WHEREAS, the 303(d) listing requires the establishment of a Total Maximum Daily Load (TMDL) that designates loading capacity of the lake such that there will be no measurable change in oxygen levels from natural lake conditions; and

WHEREAS, a TMDL requires meeting Water Quality Standards and, for lakes, the dissolved oxygen criterion requires no decline from natural conditions;

WHEREAS, other pollutants identified and monitored within the Lake Whatcom watershed have the highest concentrations in the most developed areas of the watershed; and

WHEREAS, meeting the TMDL goals and improving oxygen levels in Lake Whatcom will require variety of comprehensive planning, pollution prevention, pollution reduction and technical approaches; and

WHEREAS, continued development while the TMDL goals are established and while approaches for meeting those goals are developed will increase the size of the reductions and will increase the costs that will be necessary to meet the TMDL goals; and
WHEREAS, Lake Whatcom County Code 20.71 establishes the Lake Whatcom
Watershed as a Water Resource Protection Overlay District; and

WHEREAS, Lake Whatcom is the drinking water source for approximately half the
residents of Whatcom County; and

WHEREAS, the preservation and protection of drinking water is a high priority for
Whatcom County; and

WHEREAS, the Whatcom County Comprehensive Plan, adopted on May 20, 1997,
establishes the Lake Whatcom watershed as a Special Study Area; and

WHEREAS, Lake Whatcom is a valuable recreation lake for swimming, boating and
fishing, and enhances the property values in the area as long as the lake maintains high
water quality; and

WHEREAS, declining oxygen levels poses a risk to the water quality of Lake
Whatcom that could harm drinking water quality, recreational opportunities, and lake
property values; and

WHEREAS, actions required under the 303(d) listing and TMDL goals as well as
declining water quality will cause a hardship to tax payers, local property owners in the
watershed and water consumers and those hardships may be limited by effective planning,
prevention and remediation programs established prior to the establishment of the TMDL
goals; and

WHEREAS, the Whatcom County SEPA Official issued a Determination of Non-
significance on January 24, 2005; and

WHEREAS, the Council makes the following findings of fact to justify its actions as
required by RCW 36.70.795:

1. This interim moratorium on the acceptance of applications for division of land
into lots of smaller than five (5) acres is necessary to avoid future
degradation of the Lake Whatcom watershed and the associated threat to the
drinking water supply of approximately half of the citizens of Whatcom County
as well as recreational and lake property values.

2. Without a moratorium additional development lots may be created within the
Lake Whatcom Watershed that could lead to negative hydrologic and storm
water impacts that may cause irreversible harm to Lake Whatcom and
therefore cause harm to the health and welfare of the public.

3. The Whatcom County Council desires the opportunity to evaluate the impacts
of future development in relation to reducing phosphorus loads to Lake
Whatcom and meeting the TMDL goal of reversing the declining oxygen trends
in Lake Whatcom. This evaluation may include but are not limited to the
following:
   ~ Storm water management plans, implementation and maintenance.
   ~ Storm water funding in the watershed.
   ~ Review existing zoning densities outside the Bellingham Urban Growth
     Areas within county jurisdiction.
Storm water management in areas that cross City of Bellingham and
Whatcom County jurisdictions.
Transfer of development rights programs.
Land acquisition.
Reviewing the proposed TMDL from the Department of Ecology and its
implications for additional county land use regulations.
Reviewing the ongoing monitoring studies on the Lake and its
tributaries to understand the extent to which new data further informs
our understanding of the relationships between development and other
land use activities and Lake Whatcom water quality.

4. All of the parcels remaining subject to this moratorium are also under review
in the rural element update/LAMIRD designation currently underway that may
affect potential future development on those parcels. Completion of that
review is expected before this ordinance would expire and the outcome of
that review will inform the Council’s future decisions relating to future zoning
densities within the rural areas of the watershed.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a
moratorium is hereby imposed on the acceptance of new applications for divisions of land
into lots smaller than five (5) acres in the Lake Whatcom watershed, as identified on the
map attached as Exhibit A.

BE IT FURTHER ORDAINED that divisions resulting in lots all of which are five (5)
acres or larger shall be exempt from this division moratorium.

BE IT FINALLY ORDAINED by the Whatcom County Council that, pursuant to RCW
36.70.795, this moratorium may be renewed for one or more six-month periods if
subsequent public hearings are held and findings of fact are made prior to each renewal.

ADOPTED this _____ day of ________, 2012.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, Executive

( ) Approved    ( ) Denied

Date: ___________________________
### WHATCOM COUNTY COUNCIL AGENDA BILL

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#### TITLE OF DOCUMENT:

Ordinance imposing an interim moratorium on apps. in the Lk. Whatcom Watershed

#### ATTACHMENTS:

#### 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.)

Ordinance imposing an interim moratorium on the acceptance of new applications for divisions of land resulting in lots smaller than five acres within the Lake Whatcom Watershed. Please note: This ordinance contains the following provision:

BE IT FURTHER ORDAINED that divisions and boundary line adjustments utilizing clustering which result in lots less than five (5) acres with no overall lot density increase shall be exempt from this division moratorium. This exemption shall apply to the RSA and RR-SA zones only in areas without public water availability.

#### COMMITTEE ACTION:

#### COUNCIL ACTION:

12/04/2012: Introduced Crawford's clustering version

---

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).
ORDINANCE # __________

IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR DIVISIONS OF LAND RESULTING IN LOTS SMALLER THAN FIVE ACRES WITHIN THE LAKE WHATCOM WATERSHED

WHEREAS, oxygen levels in Lake Whatcom are declining to lower levels and declining faster than in the past; and

WHEREAS, lower oxygen levels and more rapid decline in oxygen in Lake Whatcom are related to increased rates of sediment and phosphorus loading into the lake; and

WHEREAS, increased availability of phosphorus has limited the nitrogen availability in the lake, making the lake more susceptible to blue-green algae blooms; and

WHEREAS, longer durations of very low oxygen levels increase the rate of methylation of mercury and other anaerobic compounds; and

WHEREAS, increased productivity in the upper waters of the lake lead to increased disinfection byproducts such as total trihalomethanes (TTHMs); and

WHEREAS, longer durations of very low oxygen levels release phosphorus bound in the lake sediments resulting in increased availability of phosphorus and further increasing biological production in the lake;

WHEREAS, Washington State Department of Ecology has listed Lake Whatcom as an impaired water body and placed Lake Whatcom on the federal Clean Water Act 303(d) list because of low oxygen levels; and

WHEREAS, the 303(d) listing requires the establishment of a Total Maximum Daily Load (TMDL) that designates loading capacity of the lake such that there will be no measurable change in oxygen levels from natural lake conditions; and

WHEREAS, a TMDL requires meeting Water Quality Standards and, for lakes, the dissolved oxygen criterion requires no decline from natural conditions;

WHEREAS, other pollutants identified and monitored within the Lake Whatcom watershed have the highest concentrations in the most developed areas of the watershed; and

WHEREAS, meeting the TMDL goals and improving oxygen levels in Lake Whatcom will require variety of comprehensive planning, pollution prevention, pollution reduction and technical approaches; and

WHEREAS, continued development while the TMDL goals are established and while approaches for meeting those goals are developed will increase the size of the reductions and will increase the costs that will be necessary to meet the TMDL goals; and

WHEREAS, Lake Whatcom County Code 20.71 establishes the Lake Whatcom Watershed as a Water Resource Protection Overlay District; and

WHEREAS, Lake Whatcom is the drinking water source for approximately half the residents of Whatcom County; and
WHEREAS, the preservation and protection of drinking water is a high priority for Whatcom County; and

WHEREAS, the Whatcom County Comprehensive Plan, adopted on May 20, 1997, establishes the Lake Whatcom watershed as a Special Study Area; and

WHEREAS, Lake Whatcom is a valuable recreation lake for swimming, boating and fishing, and enhances the property values in the area as long as the lake maintains high water quality; and

WHEREAS, declining oxygen levels poses a risk to the water quality of Lake Whatcom that could harm drinking water quality, recreational opportunities, and lake property values; and

WHEREAS, actions required under the 303(d) listing and TMDL goals as well as declining water quality will cause a hardship to tax payers, local property owners in the watershed and water consumers and those hardships may be limited by effective planning, prevention and remediation programs established prior to the establishment of the TMDL goals; and

WHEREAS, clustering of parcels less than five acres can create less impervious surface while preserving open space, practices encouraged in the Whatcom County Comprehensive Plan Goals 2GG-7, 2TT-4, 11A-5 and 11G; and

WHEREAS, current proposals are being considered by the County Council that may exempt stormwater treatment standards on individual parcels less than 12,500 square feet, while lots of at least one acre can utilize proposed stringent treatment standards, therefore any provisions for clustering should not allow the creation of lots smaller than one acre; and

WHEREAS, Whatcom County Code 20.36.253 specifies a minimum lot size of one acre when clustered lots are created in the Rural zone in areas without public water availability; and

WHEREAS, the Whatcom County SEPA Official issued a Determination of Non-significance on January 24, 2005; and

WHEREAS, the Council makes the following findings of fact to justify its actions as required by RCW 36.70.795:

1. This interim moratorium on the acceptance of applications for division of land into lots of smaller than five (5) acres is necessary to avoid future degradation of the Lake Whatcom watershed and the associated threat to the drinking water supply of approximately half of the citizens of Whatcom County as well as recreational and lake property values.

2. Without a moratorium additional development lots may be created within the Lake Whatcom Watershed that could lead to negative hydrologic and storm water impacts that may cause irreversible harm to Lake Whatcom and therefore cause harm to the health and welfare of the public.

3. The Whatcom County Council desires the opportunity to evaluate the impacts of future development in relation to reducing phosphorus loads to Lake Whatcom and meeting the TMDL goal of reversing the declining oxygen trends in Lake Whatcom. This evaluation may include but are not limited to the following:

   ~ Storm water management plans, implementation and maintenance.

   ~ Storm water funding in the watershed.
Review existing zoning densities outside the Bellingham Urban Growth
Areas within county jurisdiction.
Storm water management in areas that cross City of Bellingham and
Whatcom County jurisdictions.
Transfer of development rights programs.
Land acquisition.
Reviewing the proposed TMDL from the Department of Ecology and its
implications for additional county land use regulations.
Reviewing the ongoing monitoring studies on the Lake and its
tributaries to understand the extent to which new data further informs
our understanding of the relationships between development and other
land use activities and Lake Whatcom water quality.

4. All of the parcels remaining subject to this moratorium are also under review
in the rural element update/LAMIRD designation currently underway that may
affect potential future development on those parcels. Completion of that
review is expected before this ordinance would expire and the outcome of
that review will inform the Council’s future decisions relating to future zoning
densities within the rural areas of the watershed.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a
moratorium is hereby imposed on the acceptance of new applications for divisions of land
into lots smaller than five (5) acres in the Lake Whatcom watershed, as identified on the
map attached as Exhibit A.

BE IT FURTHER ORDAINED that divisions resulting in lots all of which are five (5)
acres or larger shall be exempt from this division moratorium.

BE IT FURTHER ORDAINED that divisions and boundary line adjustments utilizing
clustering which result in lots less than five (5) acres with no overall lot density increase shall
be exempt from this division moratorium. This exemption shall apply to the R5A and RR-5A
zones only in areas without public water availability.

BE IT FINALLY ORDAINED by the Whatcom County Council that, pursuant to RCW
36.70.795, this moratorium may be renewed for one or more six-month periods if
subsequent public hearings are held and findings of fact are made prior to each renewal.

ADOPTED this _____ day of ________, 2012.

ATTEST:

Dara Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, Executive

( ) Approved ( ) Denied

Date: __________________________
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
---|---|---|---|---|---
Originator: | DH | 11/9/12 | | 12/4/2012 | Council/Intro
Division Head: | | | | 1/15/2012 | Public Hearing
Dep. Head: | | 11/9/12 | | |
Prosecutor: | | 1/14/12 | | |
Purchasing/Budget: | | 11/37/12 | | |
Executive: | | | | |

TITLE OF DOCUMENT: Resolution to sell Tax-Title property by negotiation to the City of Nooksack Reg. #TR2012-01

ATTACHMENTS: Map

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The Property Management Committee determined the property be sold by negotiation as per R.C.W. 36.35.150(1); when the sale is to any governmental agency and for public purposes.

Parcel No. 400429.334247.0000 / PID 139186
VILLAGE OF NOOKSACK TRACT E T WN 40N RGE 04E SEC 29

For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $2,449.69

COMMITTEE ACTION:

COUNCIL ACTION:
12/04/2012: Introduced

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.
RESOLUTION NO.

TO SELL COUNTY TAX TITLE PROPERTY
BY NEGOTIATION

REQUEST NO. 2012-01

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

WHEREAS, the Whatcom County Property Management Committee recommends the resolution be passed to effectively meet the legal requirement for the disposal by negotiation pursuant RCW 36.35.150(1) when the sale is to any governmental agency and for public purposes. and,

WHEREAS, the Whatcom County Property Management Committee recommends the Whatcom County Treasurer enter into negotiations the applicant; and,

WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said unit of property; and,

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

WHEREAS, the principal taxes, title search and foreclosure costs, total $2,449.69

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

Parcel No. 400429.334247.0000 / PID 139186
VILLAGE OF NOOKSACK TRACT E TWN 40N RGE 04E SEC 29

By negotiation for no less than $2,449.69.
BE IT FURTHER RESOLVED that said price shall not be allowed under contract and shall be paid in either cash, certified check, or money order to the Whatcom County Treasurer at the time of sale; and,

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

BE IT FURTHER RESOLVED that this sale transfers to the owners all coal, oil, gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the right to mine for and remove the same in conformity with zoning regulations in force and effect; and,

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

APPROVED this ______ day of ______________________, 2012.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney
Subject Parcel
Tract E
(4004293342470000)

PARCEL MAP
### CLEARANCES
- **Originator:** County Coun
- **Date:** 10/31/2012

### Agenda Date: 1/15/2013
- **Assigned to:** County Council

---

**TITLE OF DOCUMENT:**
Annual Appointment to Council Boards and Commissions

---

**ATTACHMENTS:**
Vacancy list, applications

---

**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.)

---

**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)
WHATCOM COUNTY COUNCIL

BOARDS AND COMMISSIONS VACANCIES
Through January 31, 2013

COUNCIL-APPOINTED BOARDS AND COMMISSION VACANCIES

This list represents all vacancies through January 31, 2013. The Whatcom County Council makes appointments. All members must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Applications are available in the Council Office, Whatcom County Courthouse, 311 Grand Ave., Suite 105, Bellingham, on the County website at: (http://www.co.whatcom.wa.us/boards/boardsapplication.pdf), or phone 360-676-6690. For more information on a board or committee, call the Council office at 676-6690, unless otherwise noted. The County Council will make appointments at a regular County Council meeting in the County Council Chambers, 311 Grand Avenue, Bellingham. To include your application in the Council packet, submit applications by Thursday, January 3, 2013 unless otherwise noted. Otherwise, applications are due at 4:00 p.m., January 15, 2013.

BOARD OF EQUALIZATION: 3 Vacancies, three-year terms

- 1 Vacancy representing District 3, current member eligible to reapply
- 2 Vacancies representing Alternate At-Large. Current members eligible to reapply.

The Board ensures that all properties are valued at 100% of market value. The Board may equalize property values by either lowering or raising land/building assessments. The Board generally meets on Wednesdays and Thursdays, with occasional Tuesday meetings as the caseload requires. Members receive $75 per diem for attending hearings.

Applicants for District 3
Mary Jane Anderson, incumbent

Applicants for Alternate At-Large
Wes Van De Mark, incumbent
Emily Weaver, incumbent

COMMUNITY NETWORK: 3 Vacancies, three-year terms

Board members shall be citizens who live within the network boundary and have no fiduciary interest. The Community Network is a nonprofit organization. Twenty three members represent the diversity of civic and resident leadership in our community. The 23-member Board meets quarterly to hold strategic dialogue on critical issues facing the community’s children, youth, and families and to shape the agenda for Network action. First priority in appointment shall be given to members of community mobilization advisory boards, city or county children's services commissions, human services advisory boards, or other such organizations. Meets quarterly.

Applicants
None

DRAYTON HARBOUR SHELLFISH PROTECTION DISTRICT ADVISORY COMMITTEE: 1 Vacancy

Members serve until the District’s sunset date, upon removal of the Drayton Harbor downgrade, or the district is dissolved by legislative ordinance. Members must have a direct interest in the Shellfish Protection District. Advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor watershed. Meetings are generally the third Wednesday every other month.

Applicant
Steve Seymour

HORTICULTURE PEST AND DISEASE BOARD: 2 Vacancies, two-year terms

One member shall have at least a practical knowledge of horticultural pests and diseases. The Board assists Whatcom County to effectively control and prevent the spread of horticultural pests and diseases. The other members shall be residents of the county, own land in the county, and be engaged in the primary and commercial production of horticultural product(s), one of whom shall be engaged in the production of certified organic produce, if available. Committee has been inactive, but may reactivate in 2013.

Applicant
None
LAW AND JUSTICE COUNCIL: 1 Vacancy, three-year term

Current member eligible to reapply. Applicants must be residents of Whatcom County. The Council coordinates and enhances justice agencies, programs and services in the county. The Council is active in guiding improved coordination and delivery of law and justice services.

Applicants
Brian E. Hob, incumbent
Adrian Martinez Madrone
Mitchell Jancic

NOXIOUS WEED CONTROL BOARD: 3 Vacancies. Various terms

- District 1, Current member eligible to reapply. Four-year term
- District 3, Current member eligible to reapply. Partial term ending 1/31/2015
- District 4, Current member eligible to reapply. Four-year term

Must reside in the represented district and have ten signatures from registered voters in that district. Four of the five members must be engaged in agricultural production.

Four board members shall be involved in the primary production of agriculture products. However, this does not require that agriculture be a primary source of income for these members. One (1) member shall only reside within a District area of Whatcom County. WSU Cooperative Extension shall appoint an ex-officio to provide technical assistance to the Board. The Board promotes education concerning management of listed noxious weeds such as tansy ragwort, knapweed, purple loosestrife, knotweed and their impacts on natural resources. Members receive mileage reimbursement for meetings, and generally meet every other month. Please call the Weed Board Coordinator at 715-7470 for more information.

Applicants for District 1
None

Applicants for District 2
None

Applicants for District 3
None

OPEN SPACE ADVISORY COMMITTEE: 1 Vacancy. Four-year term

Current member eligible to reapply. The committee represents the active farming community in the county to serve in an advisory capacity to the County Assessor in implementing assessment guidelines as established by the Department of Revenue for the assessment of open space, farms and agricultural lands, and timber lands. Meets annually at the end of August.

Applicant
None

PLANNING COMMISSION: 3 Vacancies. Four-year terms

- 2 vacancies representing District 2, current members eligible to reapply
- 1 vacancy representing District 3

The Planning Commission shall assist the Planning & Development Services Department in carrying out its duties, which includes helping to prepare and execute the comprehensive plan and recommendations to the department for the adoption of official controls and/or amendments. The Commission shall conduct hearings as required under RCW 36.70, and shall make findings and conclusions that shall be transmitted to the Planning and Development Services Department and County Council. The Planning Commission meets on the second and fourth Thursday of every month in the evenings.

Applicants for District 2
Ben Elenbaas, incumbent
Mary Beth Telgrob, incumbent
Shane Roth

Applicant for District 3
J. Michael Zachary
Gerald Andrew Vekved

SOLID WASTE ADVISORY COMMITTEE: 2 Vacancies

- 1 vacancy representing a Citizen, three-year term
- 1 vacancy representing a Solid Waste Disposal Facility, current member eligible to reapply, three-year term

No two representatives can be from the same company or public interest group. The committee provides ongoing public input and advice to Whatcom County on solid waste management issues. Generally meets quarterly on Thursday evenings, but meeting schedule and frequency subject to change upon committee approval.

Applicant for Citizen
Ed Nikula

Applicant for Solid Waste Disposal Facility
Pete Edwards, RDS, incumbent
SURFACE MINING ADVISORY COMMITTEE: 8 Vacancies, Two-year terms

- 1 civil or geo-technical engineer with no direct or indirect financial business ties to the industry
- 1 ecologist
- 1 citizen who lives in close proximity to active mining or mineral overlay areas
- 1 environmental consultant
- 1 geologist
- 1 representative of potable domestic groundwater supply
- 1 member of the surface mining industry
- 1 member of the forestry industry

Committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan. Committee has been inactive, but may reactivate to consider the mineral resource lands section of the Comprehensive Plan in 2013. Meeting frequency to be determined.

Applicant for Citizen
Leslie Dempsey

Applicant for civil or geo-technical engineer with no direct or indirect financial business ties to the industry
Scott E. Hulse
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: MARY JANE ANDERSON
Street Address: 1025 SUNSET AVE
City: BELLINGHAM
Mailing Address (if different from street address):
Day Telephone: 384-3912 Evening Telephone:
Cell Phone: 224-3912
E-mail address: heygore24@comcast.net

Date: DEC 11, 2012

1. Name of board or committee-please see reverse:
   BOARD OF EQUALIZATION
   District 2

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: 1990's current serving on BOE

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.
   HAVING SERVED ON THE BOE FOR SEVERAL YEARS IN THE PAST, I HAVE THE EXPERIENCE AND KNOWLEDGE NEEDED TO FULFILL THE REQUIREMENTS FOR A BOE MEMBER. MY OCCUPATION AS AN APPRAISAL RESEARCHER FOR THE PAST 25 YEARS HAS BEEN HELPFUL IN MAKING VALUATION DECISIONS

10. Please describe why you're interested in serving on this board or commission:
    MY INTEREST IN WHATCOM COUNTY REAL ESTATE VALUATIONS & GENERAL DESIRE TO SEE FAIRNESS

References (please include daytime telephone number):

Tom Follis - 734-5850

Signature of applicant: [Signature]

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.
Name: Wes Van No Mark
Street Address: 2111 30th Street
City: Bellingham
Mailing Address: (if different from street address):
Day Telephone: 360-961-3551 Evening Telephone: 360-961-3551 Cell Phone: 360-961-3551
E-mail address: Wes 3551@comcast.net

1. Name of board or committee - please see reverse: Board of Equalization

2. You must specify which position you are applying for. Please refer to vacancy list. Alternate District 1

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: 11/12 to current

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ( ☒ no

   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Realtor (Managing Broker) of John L Scott Real Estate

10. Please describe why you're interested in serving on this board or commission: I enjoy being involved in my Community

References (please include daytime telephone number):

   Dave Simpson, Sonja Marks

Signature of applicant: Wes Van No Mark

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: EMILY WEAVER
Street Address: 1015 Railroad Ave #211
City: Bellingham WA
Mailing Address (if different from street address):
Day Telephone: 360-393-9292 Evening Telephone: 360-393-9292 Cell Phone: 360-393-9292
E-mail address: agentswest @ aol.com

Date: 12/12/2012

1. Name of board or committee-please see reverse: Board of Equalization

2. You must specify which position you are applying for. Please refer to vacancy list:

District 1 Alternate

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: 2010 – 2012

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:

Retired Business Development Specialist AgentsWest
Whatcom County Council
Farmers Market Manager
Self Storage Business Consultant

10. Please describe why you’re interested in serving on this board or commission: I enjoy the interaction with the public and County Staff and fair assessment of property taxes

References (please include daytime telephone number):

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Steve Seymour
Street Address: 3725 Dana Rd
City: Bellingham, WA
Zip Code: 98225
Mailing Address (if different from street address):

Day Telephone: 360-733-0873 Evening Telephone: ____________ Cell Phone: ____________
E-mail address: draytoncsa@comcast.net

1. Name of board or committee-please see reverse: DRAYTON HARBOR SHELFISH PROTECTION DISTRICT ADVISORY COMM.
   VACANT POSITION

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.)
   MANAGER, DRAYTON CSA
   ( ) 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? 
   MANAGER, DRAYTON COMMUNITY SUPPORTED SHELFISH PROJECT
   ( ) yes ( ) no
   If yes, please explain: ____________________________

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   RETIRED - WDFO FISH BIOLOGIST - 1991-2013
   PAST OWNER - DRAYTON HARBOR SHELFISH FARM (1985-1997)
   PAST OWNER - NEPTUNE AQUAFARM, BLAINE WA, (1983-85)
   MANAGER - LUNNI AQUACULTURE PROGRAM 1977-1990
   BOARD MEMBER: NOOKSACK SALMON ENHANCEMENT
   COMMISSIONER: W.C. FLOOD ADVISORY BOARD
   RESPECTIVE

10. Please describe why you’re interested in serving on this board or commission:
   IN SHELFISH CULTURE, HABITAT RESTORATION & SHELFISH BUSINESS TO HELP DISCUSSION & DECISION-MAKING PROCESS
   References (please include daytime telephone number): George Boggs; WCD 354-2035
   Henry Berlunk, Farm Friends, John Beilis, Bellingham Aces

Signature of applicant: __________________________

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Povian E. Hobi  Date: 12/14/2012
Street Address: 3353 Southwavel Pl, Apt. 101
City: Bellingham  Zip Code: 98226
Mailing Address (if different from street address):
Day Telephone: 360-933-1612  Evening Telephone: 360-543-9050  Cell Phone:
E-mail address: brianhobi@yahoo.com

1. Name of board or committee—please see reverse: Law and Justice Council
Citizens Representative

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 U.S. 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: Jan 31, 2011 - Jan 31, 2013

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.

Current member of the Law and Justice Council
Paralegal at the law firm of T.D. Knowles & Associates, PLLC
B.A. in Political Science from the University of Montana
Paralegal Certificate from Whatcom Community College

10. Please describe why you’re interested in serving on this board or commission:
Primarily the building of a new jail

References (please include daytime telephone number): Nicholas Bening, Attorney T.D.
Knowles & Associates (360) 933-1612

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Adrian Martinez Madrone
Street Address: 40 Lustick Law Firm, 222 Grand Ave, Ste. A
City: Bellingham
Mailing Address (if different from street address):

Zip Code: 98225
Day Telephone: (360) 685-4221
Evening Telephone:
Cell Phone: (360) 223-7063
E-mail address: adrian@Lustick.com

1. Name of board or committee-please see reverse: Law & Justice Council

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? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? (x) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) One ( ) Two ( ) Three ( ) No

7. Have you ever been a member of this Board/Commission? (x) Yes ( ) No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes (x) No

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am an attorney in private practice with Lustick Law Firm. I primarily practice in the area of criminal defense. I have been a licensed attorney since 2007. I am a graduate of University of Washington School of Law & The Evergreen State College. I have never served on a local board, commission, or council before. The Law & Justice Council would be a good opportunity given my professional practice.

10. Please describe why you’re interested in serving on this board or commission: Topic relates to my profession & I am interested in developing my community involvement & service.

References (please include daytime telephone number): Jeffrey Lustick, Mark Kaiman @ Lustick Law Firm (360) 685-4221.

Signature of applicant: ____________________________

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Mitchell Jancic
Street Address: 1705 Edwards Ct.
City: Bellingham
Date: 1/3/13
Zip Code: 98229
Mailing Address (if different from street address): 
Day Telephone: 650-3828 Evening Telephone: 734-0517 Cell Phone: 845-701-0790
E-mail address: mjancic@comcast.net

1. Name of board or committee—please see reverse:
   Law and Justice Council
   Law and Justice Council

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: Unless you count being employees of WWU or F&SD.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I currently serve as a senior instructor in the Elementary Education Department in the Woodring College of Education at WWU. I teach courses related to teacher preparation. I hold a Ph.D. in Educational Leadership; a couple of Master’s degrees; and credentials and certifications in a number of areas.

10. Please describe why you’re interested in serving on this board or commission: I have lived in Whatcom County for eight (8) years and feel it’s time to give back.

References (please include daytime telephone number): Ken Harrison - 961-2615; Susan Kinkaid - 233-3167; and Michael Berris - 393-6802

Signature of applicant: ________________________________

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ben Elembaas
Street Address: 1461 Van Dyk Rd.
City: Lynden Zip Code: 98264
Mailing Address (if different from street address):
Day Telephone: (360) 354-8812 Evening Telephone: Same Cell Phone: (360) 545-4130
E-mail address: ben@mynfarmerben.com

1. Name of board or committee—please see reverse: Planning Commission
2. You must specify which position you are applying for.
   Please refer to vacancy list. County Council District 2 Vacancy
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: N/A
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 own and operate a Farm. We raise beef cattle, hogs, and chickens. Our farm consists of 400 owned acres and 40 rented acres. I own three rental properties in Whatcom County and Lynden. I generally contracted my home and my rental properties. Former president of North CASCADE meats Farmers Cooperative. Currently employed as an Operations Tech at Lopez Point Winery since 2001. Spent the last decade working on my BA in general studies with an emphasis on Natural Sciences, a minor in Environmental Studies & a minor in Geography. Currently 10 elective credit short of graduation from U.W.V and Husky College of the Environment.
10. Please describe why you're interested in serving on this board or commission: Interest in bringing a voice to the agricultural community for this commission.

References (please include daytime telephone number):
   Gigi Barcadi; professor, Husky College of the Environment (360) 650-2106
   Jeff Voltz; project manager, NABC (360) 593-4744

Signature of applicant: Ben Elembaas

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(Note: 242)
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Mary Beth Teigrob
Street Address: 2065 E. Hemmi Rd.
City: Everson
Mailing Address (if different from street address):
Day Telephone: 360 354-3534 Evening Telephone: 360 815-1924 Cell Phone: Same as evening
E-mail address: mbtiger@frontier.com

Date: 12/26/2012
Zip Code: 98247

Name of board or committee, please see reverse:
Whatcom County Planning Commission

2. You must specify which position you are applying for.
Please refer to vacancy list:
District 2 Planning Commissioner

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?

( x ) yes ( ) no
If yes, dates: March 2010 to January 2013 (partial term)

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?

( x ) yes ( ) no
If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

As a small business owner I am very familiar with many different aspects of business operations, from researching laws pertaining to payroll, importation of product, to reading and understanding complex contracts and insurance documents.

I grew up here in rural Whatcom County and have resided in rural Whatcom County for most of my life. I have lived and breathed the “rural element” of this area. I have run a small agricultural based business on our small acreage and am familiar with the challenges rural residents face. In serving on the Planning Commission for the past two years I have served on a subcommittee, spent many hours preparing for meetings. I have proven my willingness to do this very necessary work.

10. Please describe why you’re interested in serving on this board or commission: I think it is important to have the perspective of the small rural land owner represented on the Commission.

References (please include daytime telephone number): Michelle Luke 360 220-7358; Liz Caision 360 687-8006

Signature of applicant: [Signature]

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: SHANE ROTH
Date: DEC 12, 2012
Street Address: 3925 E CONNECTICUT ST
City: BELLEVUE
Zip Code: 98026
Mailing Address (if different from street address):

Day Telephone: 360 972 0492 Evening Telephone: SAM E Cell Phone: 
E-mail address: shanemroth@gmail.com

1. Name of board or committee—please see reverse: PLANNING COMMISSION
   DISTRICT 2 VACANCY

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? ( ) One ( ) Two ( ) Three
   X yes ( ) no

5. Are you a US citizen? X yes ( ) no

6. Are you registered to vote in Whatcom County? X yes ( ) no

7. Have you ever been a member of this Board/Commission? X yes ( ) no
   If yes, dates:

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? X yes ( ) no
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   HIGH SCHOOL DIPLOMA, MEMBER OF EXECUTIVE BOARD OF WHATCOM DEMOCRATS, WORKED IN BROADCASTING INDUSTRY FOR 20 YEARS BEFORE MOVING HERE, PEOPLE FOR LAKE WHATCOM, CONTRIBUTOR TO LATTE REPUBLIC BLOG, SILVERBEACH NEIGHBORHOOD ASSOC.

10. Please describe why you’re interested in serving on this board or commission: SEE ATTACHED

References (please include daytime telephone number): JOHN LESON 360 945 2626
   LAURIE CASEY-SCHLEGEL 360 650 3411 NATALIE MCLINDON 360 671 6851

Signature of applicant: 

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At my last private sector job, I found myself supervising a section that was not communicating very well with other departments in the company. I set to remedying that matter by reaching out aggressively to those other departments and repairing and rehabilitating the relationships between my section and other sections in the company. This company, like many companies in the private sector, was a sales driven culture, and the benefits associated with reducing frustration from the sales department with my department was difficult to overstate.

When I moved to Bellingham, I got involved in my Neighborhood Association. And I participated fully in drafting a component of that Neighborhood’s Comprehensive Plan for the City of Bellingham. I found that once I made a point of making a priority of finding consensus with the Association membership and de-prioritized defending my own personal views that it was much easier to find consensus with a group. It was a revelation that informs how I work with diverse groups to this day.

This ability to mend fences, candidly communicate, and resolve problems that I developed in the private sector, and in the non-profit sector, is a skill set that lends itself to a wide array of circumstances, and I believe that this skill set could be beneficial to the Planning Commission.

I believe there need to be more advocates for Lake Whatcom, and other impaired bodies of water, on the Planning Commission. The majority of the members on the current Planning Commission don’t rely on Lake Whatcom for their drinking water. And this informs their actions as a Planning Commission. I’m not saying that the current Planning Commission doesn’t care about the Lake Whatcom at all. I’m saying, however, that they are just not that into protecting Lake Whatcom. They just have different priorities.

The County Planning Commission has come to reflect the overall population of Whatcom County less and less over the last four years. A lot of people in the County care deeply about Lake Whatcom, but the current Planning Commission? The lake just doesn’t seem to be on their radar.

In closing urge you to make the best decision you can as a Council. The public can ask no more from you.

I thank the Council.

Shane Roth
Bellingham, WA
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: J Michael Zachary
Street Address: 1307 C Pelican Place
City: Point Roberts, WA
Mailing Address (if different from street address): PO Box 157, Pt. Roberts, WA 98281
Day Telephone: 778-945-5360 Evening Telephone: 360-945-2428 Cell Phone: 206-660-6671
E-mail address: jmzacha@gmail.com

Date: 30 Dec 2012

1. Name of board or committee—please see reverse: Whatcom County Planning Commission

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.)

4. Which Council district do you live in?

5. Are you a US citizen?

6. Are you registered to vote in Whatcom County?

7. Have you ever been a member of this Board/Commission?

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?

If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you’re interested in serving on this board or commission: Very interested in supporting my community with my experience and talents.

References (please include daytime telephone number): David Bugher, Community Development Director, City of Lakewood
253-983-7739; dbagher@cityoflakewood.us

Signature of applicant:

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PROFESSIONAL DETAILS
Years of experience: 30
Education: MBA, Executive Program, St. Mary’s College (CA)
BS, Industrial Engineering, Purdue University
Professional registration: Professional Engineer: Washington (38609), California (13949)
Professional Port Manager (PPM®) certification from the American Association of Port Authorities

EXPERTISE
- Managed more than 300 significant port, rail and supply chain projects worldwide
- Extensive experience in port and rail terminal infrastructure, strategic consulting, supply chain logistics and port planning.
- Director of Port Planning and Logistics for the Port of Tacoma, 2002-2007
- Member of the US Government’s COAC Advisory Committee 2004-2008
- Understands and appreciates the role of security of the supply chain and the effect on terminal operations. Program Manager for Operation Safe Commerce 2004-2007

J. Michael Zachary, PE, PPM®
ZACHARY MARITIME CONSULTING SERVICES
1307 C PELICAN PL
PO BOX 1547
POINT ROBERTS, WA 98281
206-660-6671
JMICHAEL.ZACHARY@GMAIL.COM

Mike Zachary is a principal consultant and founder of Zachary Maritime Consulting Services with extensive experience in global maritime operations and infrastructure, strategic consulting and planning. As a specialist in ports, maritime and intermodal goods movement, he provides tactical and strategic consulting services for the movement of goods through a maritime port/terminal with emphasis on the urban and transportation planning and operational aspects for all modes of transportation; including legislative and environmental incentives and constraints. Specialty consulting includes operational and cost implications to the shipper from route and modal selection to security and environmental issues affecting reliability, cost and velocity of the supply chain for a wide variety of shippers, carriers, logistics service providers and public agencies, including port authorities, State DOT’s and Metropolitan Planning Organizations. He has more than 30 years of experience working with freight and the world’s maritime and intermodal rail networks. He has personally managed 62 strategic master plans for seaports around the world and managed projects involving design, operational analysis, planning and construction services for 214 individual port and rail intermodal terminals with an additional 105 private and public entity projects involving supply chain transportation, logistics and distribution; including risk management of the supply chain. He is an active member of TRB’s Freight Planning and Logistics Committee (Past Chairman), AT015 and the Ports and Harbors Committee (AW010). He served two terms on the US Government’s COAC (Commercial Operations Advisory Committee for the Secretary of the Department of Homeland Security for the oversight of Customs and Border Protection for the facilitation of trade into and out of the United States).

Some recent projects on which he was either the Project Manager, Principal in Charge or the Principal Consultant

Deltaport Terminal Road and Rail Improvement Project: Served as the Project Manager and senior logistics consultant for the project as part of Port Metro Vancouver’s $2 Billion Container Capacity Improvement Program (CCIP). Project consists of all planning, environmental, community consultation (including First Nations), preliminary engineering and final design and construction of $300 million of road and rail improvements to the Roberts Banks’ container complex including regional and national transportation connections (all modes).

State of Oregon Freight Profile: Served as the Project Manager and senior logistics consultant for the project. The State of Oregon is currently updating (2010) its statewide transportation plan. As an integral part of the plan, PB conducted a freight and goods movement profile that incorporated all modes of transportation for all types of commodities that had an origin and/or destination with Oregon; transited through the State; or had both an origin and destination within the State (including SW Washington). As part of the study, he was instrumentally involved in the Statewide Freight Rail Plan, the Statewide Port Strategic Business Plan and an inventory of all...
State owned or managed assets used to move freight. The key to the study however, was direct input from more than 1200 shippers, manufacturer’s and transportation service providers (including ocean carriers, air cargo and parcel carriers, railroads, barge lines and truckers) from both a web-based survey and in-depth interviews on the critical decision factors this segment of the supply chain uses for determining the routing and distribution assets of their products.

**Ohio, Kentucky and Indiana (OKI) Goods Movement and Logistics Profile:** Served as the primary consultant for the study to analyze the economic benefits of freight to the OKI Metropolitan Planning Region. As part of the study, a freight profile and commodity flow forecast was developed and with a subsequent needs analysis based on existing and planned infrastructure, including operational terminals. Final recommendations included major infrastructure development, a regional marketing and competitiveness white paper and recommended legislative and funding alternatives to enhance the movement of freight into, out of and through the region for the economic benefit of the region.

**Port of New Orleans Strategic Development Plan:** Served as the primary consultant for the strategic analysis of containerized goods movement for the Port of New Orleans in their development of their 2020 Master Plan, a blueprint for short and long term growth and the analysis of the required infrastructure, legislative and policies to meet the growth demand. Also included was an analysis of the impact of the Panama Canal expansion to the Port and to the Gulf Coast region and the competitiveness of the Port to meet the challenges posed.

**US Maritime Administration (MARAD) Analysis of Impacts of the Expansion of the Panama Canal to US Ports:** Served as the primary consultant for PB (PB was a subconsultant to another firm) regarding port and inland supply chain distribution capabilities based on planned and existing infrastructure, shipper’s strategic distribution and sourcing patterns and mega-region planning for transportation corridors. Conducted interviews and surveys with more than 100 shippers, carriers and port authorities to determine the decision criteria for routing and port selection.

**Spokane Regional Transportation Visioning Project:** Served as PB’s Project Manager and principal logistics consultant for the project on which PB was a subconsultant. The Spokane Regional Transportation Council is currently engaged in a visioning process in which freight and goods movement plays a critical role for the economic vitality of the region, including Northern Idaho, Southern British Columbia and Eastern Washington. Spokane lies on the only direct US rail and truck routes between Chicago and Puget Sound. PB’s critical involvement is the impact, both positive and potentially negative, of freight moving into, out of, within and through the 19 county, multi-state region. A complete understanding of the operational and financial components of each mode was critical in determining the capacity needs and future infrastructure and policy requirements for allowing growth to occur.

**Industrial Land Use Master Plan, Tsawwassen First Nation (TFN), British Columbia:** Mike Zachary served as the Principal in Charge and senior planner for the project. The TFN recently acquired more than 400 acres of industrial zoned land as part of their tribal settlement agreement with the Government of Canada. The land is immediately adjacent to Port Metro Vancouver’s Deltaport Container Terminal complex and also adjacent to BC Rail’s mainline access to the complex. The TFN requested the project team to do a complete master plan, including environmental evaluation and clean-up plan, infrastructure and utility survey, financial planning for investment and conceptual planning for the development of the industrial land use component. Significant stakeholders that were intimately involved in the effort included Port Metro Vancouver, the City of Delta, the BC Ministry of Transport, the Canadian National Railway, the BNSF Railway, BC Rail, several marine and intermodal terminal operators and more than a dozen potential users of warehousing and other industrial development opportunities.

**Oklahoma Long Range Intermodal Plan:** PB was responsible for developing Oklahoma’s long range, statewide intermodal plan for the movement of freight for the economic benefit of the State, the region and the Nation. Mike’s role was to conduct the analysis of the State’s inland waterways which involved an analysis of the 440-mile stretch of the McClellan-Kerr Arkansas River Navigation System which connects the Port of Catoosa,
the Port of Muskogee and several private terminals (such as Johnston Port 33) to the Mississippi River and the Gulf of Mexico.

**Port of Tacoma Cargo Facilities Development, Tacoma, Washington:** As the director of planning, logistics and trucking, I was responsible for the planning and preliminary development plans for the expansion of cargo and container handling facilities at the Port of Tacoma. Tacoma was a 1.5 million TEU port and needed to create expansion capability to increase cargo throughput up to 8 million TEUs. This not only included an analysis and planning for new and expanded terminals but also included productivity analysis, regional infrastructure planning and capacity analysis, environmental and regional governmental policy analysis and the Port’s own financial return analysis. Total project was in excess of $5 billion (USD). I also became instrumentally involved in the State’s road and rail transportation system with a focus on freight movement. One of my key roles was as a member of WSDOT’s Peer Advisory team for the 2007 State Rail Plan.

**State of South Carolina Logistics Competitive Analysis, State of South Carolina Department of Commerce, Columbia, South Carolina:** Served as the primary consultant and the principal in charge of the study to analyze the competitiveness of the state’s transportation, distribution and logistics network. A critical component of the study was an analysis of the South Carolina Ports Authority and its competitiveness within the Southeastern United States. The study consisted of interviewing and collecting data from more than 200 shippers, carriers, manufacturers, distributors and transportation providers and their use of existing infrastructure and policies and their growth plans for the future. The results of the study, which include key decision criteria for investing in the State of South Carolina, was presented to the State Legislature and the Governor’s office as well as the Port Commission for the South Carolina State Ports Authority.

**San Pedro Bay Operations, Facilities and Infrastructure (OFI) Plan for 2020, Ports of Long Beach and Los Angeles, California:** The world’s largest and most significant port complex and regional planning effort was led by me as the Project Manager and resulted in the creation of more than 2,400 acres of new cargo handling facilities being developed at the Ports of Los Angeles and Long Beach. The project entailed the analysis of West Coast cargo movements, including growth and trade forecasting, and the methodology behind the inland movement (intermodal vs. trucking) and the identification of infrastructure and productivity enhancements would be required to maintain cargo and economic growth in Southern California.

**EDUCATION**

MBA, Executive Program, St. Mary’s College (CA)

BS, Industrial Engineering, Purdue University (IN)

**REGISTRATIONS/AFFILIATIONS**

Professional registration: Professional Engineer: Washington (38609), CA (13949)

Professional Port Manager (PPM®) certification from the American Association of Port Authorities
SPECIFIC TECHNICAL EXPERTISE

Planning Commission, City of Vancouver (WA) 2002

Planning Commission (Planning Advisory Board), City of Lakewood (WA) 2003-2007

LCDR, Civil Engineer Corps, US Navy (inactive reserve); made two deployments to Antarctica with Seabees (Naval Construction Battalion) and served a Resident Officer in Charge of Construction for El Toro (CA) Marine Corp Air Station
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Gerald Andrew Vekved
Date: 1/5/13
Street Address: 5623 Matsqui Pl.
City: Blaine
Zip Code: 98230
Mailing Address (if different from street address): _______ _______ _______
Day Telephone: 360-937-0721 Evening Telephone: _______ _______ _______
Cell Phone: 360-410-7096
E-mail address: jvekved@annulcalc.com

1. Name of board or committee—please see reverse: Planning Commission

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

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

* Mechanical engineer, licensed in AK and WA, with expertise in piping, fixed equipment, rotating equipment, working primarily in oil refining and pipeline industries.
* Bachelor of Science, Mechanical Engineering, Montana State University

10. Please describe why you’re interested in serving on this board or commission: I’m a concerned citizen and local property owner, and I’d like to offer my skills and insight to the Planning Commission.

References (please include daytime telephone number): Dennis McGrew: 360-937-0467
Cliff Freeman: 360-937-0408 0504

Signature of applicant: [Signature]

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: EDWARD NIKULA Date: 11/16/12
Street Address: 508 DARBY DRIVE #202
City: BELLINGHAM WA Zip Code: 98226
Mailing Address (if different from street address): 
Day Telephone: 360 360 342 85 Evening Telephone: SAME Cell Phone: 
E-mail address: EDWARD@AOL.COM

1. Name of board or committee—please see reverse: Solid Waste Advisory Committee

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? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? (x) yes ( ) no

6. Are you a registered voter? (x) yes ( ) no

7. Have you ever been a member of this Board/Commission? (x) yes ( ) no

If yes, dates: UP UNTIL 1 AUGUST 2012

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? (x) yes ( ) no

If yes, please explain: 

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education: HAVE WORKED FOR SANITARY SERVICE Co., INC SINCE SEPTEMBER 1992 AND I AM RETIRING DECEMBER 31, 2012. BEFORE COMING TO SSC I WORKED FOR THE STATE OF WASHINGTON UTILITIES TRANSPORTATION COMMISSION. ONE OF MY DUTIES INVOLVED AUDITING SOLID WASTE COMPANIES

10. Please describe why you’re interested in serving on this board or commission: BEEN GOING TO THE MEETING FOR ABOUT 20 YEARS

References (please include daytime telephone number): PAUL RAZORE 360 815 0646

Signature of applicant: 

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Pete Edwards  Date: 12-3-12
Street Address: 2281 Brown Rd.
City: Ferndale  Zip Code: 98248
Mailing Address (if different from street address): 
Day Telephone: (360) 394-8011  Evening Telephone: (360) 312-1520  Cell Phone: (360) 319-1978
E-mail address: Pete@RDSDisposal.com

1. Name of board or committee—please see reverse:  SWAC
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 are 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: 6-24-10 – Present
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ———— ☑ yes  ☐ no
   If yes, please explain: General Manager at RDS (transfer station) County MSW
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I am the GM at RDS. I have the ability to see the daily patterns of MSW in Whatcom County.

10. Please describe why you’re interested in serving on this board or commission: To help guide how MSW and recycling is handled in Whatcom County.
References (please include daytime telephone number): Larry McCarter 739-9843

Signature of applicant: Pete Edwards

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Leslie Dempsey

Street Address: 2843 Aiston Creek Road (mail to P.O.Box 11)

City: Lummi Island

Mailing Address (if different from street address): 

Day Telephone: 
Evening Telephone: 
Cell Phone: 360.325.3420

E-mail address: Leslie@LimpidArts.com

Date: 12/14/12

1. Name of board or committee—please see reverse: Surface Mining Advisory Committee

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.)

4. Which Council district do you live in? ( ) One ( ) Two (X) 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?

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.

Recently retired mortgage lender, undergrad degree in business/marketing, former board of director for Lummi Island Scenic Estates (Residential Community next door to a gravel pit), current president of Lummi Island Grange, treasurer of Lummi Island Conservancy.

10. Please describe why you're interested in serving on this board or commission: As a near neighbor to a gravel pit (active mining), I have a specific perspective to contribute.

References (please include daytime telephone number):

Wendle & Terry Terry (360) 758-7432

Signature of applicant: 

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Scott E. Hulse
Street Address: 6911 Holeman Avenue
City: Blaine
Mailing Address (if different from street address): 
Day Telephone: 360 243 0745 Evening Telephone: 360 243 0745 Cell Phone: None
E-mail address: scotthulse@att.net

Date: 30 December 2012

1. Name of board or committee—please see reverse: Surface Mining Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list.
Geotechnical Engineer - Advisory Committee Member

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.)

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. Education: BS Mine Engineering, BS Geological Sciences-Geophysics, MS Geological Sciences-Geophysics-Hydrology PhD Radiological Health Sciences-Health Physics, Registered Professional Engineer, Colorado Registration Number 22254
Qualifications Related to Position: 20 years mining/geotechnical engineering, 20 years multidisciplinary project and program management, 8 years research and development characterizing risk from environmental transport and deposition of man-made radionuclides in soil. See attached Curriculum Vitae for Dr. Scott E. Hulse 30 December 2012 for details.

10. Please describe why you're interested in serving on this board or commission: Metal and industrial materials mining is an essential activity for economic development and infrastructure maintenance. Balanced, informed oversight is essential.

References (please include daytime telephone number): Mr. Richard Langabeer 360 671 6460,
Mr. Jack Westford 360 303 6596, Mr. John Shuhler 360 933 1989

Signature of applicant: Scott E. Hulse

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Curriculum Vitae for Dr. Scott E. Hulse  30 December 2012

Dr. Hulse received a Bachelor of Science (Geological Sciences-Geophysics) and Bachelor of Engineering (Mine Engineering) from the University of Washington, a Master of Science (Applied Physics-Geophysics-Hydrology) from the University of Arizona and a Doctor of Philosophy (Radiation Health Sciences-Health Physics) from Colorado State University. Dr. Hulse began his career as a Peace Corp Volunteer. Dr. Hulse’s other relevant professional experience includes service as a Mine Engineer with ALCOA, a Geophysicist with Gulf Oil Corporation, Principal Engineer with IEG Ltd., Manager of the Advanced Technologies Group with Lockheed Engineering Corporation, Associate Director for Technology with the Colorado Center for Environmental Management and Manager for Aerial Measurement Systems with Lockheed Martin Corporation. Dr. Hulse also served as the Winter Manager of the Amundson Scott South Pole Station in Antarctica during the winter of 1999-2000. In addition, Dr. Hulse has served as a member of the Boulder County, Colorado, Board of Technical Review and Solid Waste Advisory Committees, American Society for Testing Materials (standards for down hole geologic logging and radiation monitoring instrumentation) and The International Radiation Monitoring Working Group (IAEA) in addition to numerous other volunteer positions with the American Red Cross, Boy Scouts, Knights of Columbus and other organizations. Dr. Hulse is a registered Professional Engineer (Colorado Registration Number 22254). Dr. Hulse has written numerous technical papers that have been published in refereed Geophysics and Health Physics journals, and has authored several U.S. Environmental Protection Agency technical documents.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
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<th>Agenda Date</th>
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**TITLE OF DOCUMENT:**
Annual Board of Super. appoint to Flood Control Zone District Advisory Committee

**ATTACHMENTS:**
Vacancy list, applications

**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.)*

**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.
FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS-APPOINTED
BOARDS AND COMMISSION VACANCIES

This list represents all vacancies through January 31, 2013. The Whatcom County Council makes appointments. All members must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Applications are available in the Council Office, Whatcom County Courthouse, 311 Grand Ave., Suite 105, Bellingham, on the County website at: (http://www.co.whatcom.wa.us/boards/boardsapplication.pdf), or phone 360-676-6690. For more information on a board or committee, call the Council office at 676-6690, unless otherwise noted. The County Council will make appointments at a regular County Council meeting in the County Council Chambers, 311 Grand Avenue, Bellingham. To include your application in the Council packet, submit applications by Thursday, January 3, 2013 unless otherwise noted. Otherwise, applications are due at 4:00 p.m., January 15, 2013.

FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE - 4 Vacancies, one-year terms
- 2 vacancies representing Special Districts, current members eligible to reapply
- 2 vacancies representing Impacted Cities, current members eligible to reapply
- Any person interested in serving on the advisory committee may be appointed as an alternate for a term of six years. Alternate members shall be notified of each meeting and encouraged to attend.
Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed.

Applicants for Special Districts
Ron Bronsema, incumbent
Harry E. Williams, incumbent

Applicants for Impacted Cities
Robert Bromley, incumbent

BIRCH BAY WATERSHED AND AQUATIC RESOURCES MANAGEMENT (BBWARM) ADVISORY COMMITTEE - 1 Vacancy, 4-year term
Member must reside in the subzone district. The committee will represent the residents of the subzone and make recommendations to the Board of Supervisors regarding the implementation of the Birch Bay Watershed and Aquatic Resource Management (BBWARM) District stormwater program. Generally meets on the third Wednesday of every month.

Applicants
Scott E. Hulse
William C. Booth
Name: Ron Bronsema  Date: 12-26-12
Street Address: 8125 Northwood Rd.  
City: Everson  Zip Code: 98247
Mailing Address:  
Day Telephone: 354-2972  Evening Telephone: Same  Cell Phone: 961-7792
E-mail address: rbdairy@clearwire.net

1. Name of board or committee—please see reverse:  
   Flood Control Zone District A.C.  
   Special Districts Representative

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.)  
   \( \bigcirc \) yes  ( ) no

4. Which Council district do you live in?  
   \( \bigcirc \) One  \( \bigcirc \) Two  ( ) Three

5. Are you a US citizen?  
   \( \bigcirc \) yes  ( ) no

6. Are you registered to vote in Whatcom County?  
   \( \bigcirc \) yes  ( ) no

7. Have you ever been a member of this Board/Commission?  
   \( \bigcirc \) yes  ( ) no
   If yes, dates: 1992-2010, 2012

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?  
   \( \bigcirc \) yes  ( ) no
   If yes, please explain:  

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.  
   Occupation: Dairy Farmer
   Qualifications: Family has lived in flood plain over 100 years. 18 year flood control A.C chairman, 10 year Lynden Everson Flood sub-zone chair.
   Grads: Lynden High School, Bellingham Tech college

10. Please describe why you’re interested in serving on this board or commission:  
    To implement
    Lower Nooksack R. C.F.H. M.P.

References (please include daytime telephone number):  
   Frank Abert 676-6707
   Paula Cooper 676-6707

Signature of applicant:  

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: HARRY E. WILLIAMS
Date: 11/28/12
Street Address: 4437 DEMING RD
City: EVerson WA
Zip Code: 98247
Mailing Address (if different from street address):

Day Telephone: ___________________ Evening Telephone: 592-5903 Cell Phone: 305-5776
E-mail address: ___________________ 

1. Name of board or committee—please see reverse: Flood Control Zone Dist Advisory Com.

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: 2/1/11 — 1/1/13

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.

BLUEBERRY GROWER, COMMISSIONER DEMING DIKE DIST. RETIRED MARINE CORPS MASTER SERGEANT ENGINEER CHIEF, Hight School Some College

10. Please describe why you’re interested in serving on this board or commission: REPRESENT THE TAXPAYERS IN DEMING DIKE DIST./REPAIR & MAINT. OF OUR LEVEE SYSTEM

References (please include daytime telephone number): ART ANDERSON — 360 592 5160

Signature of applicant: HARRY E. WILLIAMS

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Robert Bromley

Street Address: 308 Vancouver St

City: Sumas

Mailing Address (if different from street address): P.O. Box 9

Date: 12/10/12

Day Telephone: 360-988-4721

Evening Telephone: 360-988-8233

Cell Phone: 360-961-2303

E-mail address: mayorbromley@cityofsumas.com

1. Name of board or committee—please see reverse: Flood Control Zone District Advisory Comm. Small Cities / Impacted Cities

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: presently member to date / approx 8 yrs total

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.

   Self-Employed Retail Grocery, Elected Official—Mayor City of Sumas
   Sumas Chamber of Commerce, Sumas Lions Club
   Attended WWU 2 years

10. Please describe why you’re interested in serving on this board or commission: To serve the Impacted Cities

   * Whatcom Co. in issues of Flood Prevention

References (please include daytime telephone number):

Chris Haugen 961-7224

Rod Fadden 201-8328 Jim Ackerman 961-2375

Signature of applicant: Robert Bromley

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Scott E. Hulse
Street Address: 6911 Holeman Avenue
City: Blaine
Mailing Address (if different from street address): 
Day Telephone: 360 243 0745 Evening Telephone: 360 243 0745 Cell Phone: None
E-mail address: scottehulse@att.net

Date: 30 December 2012
Zip Code: 98230

1. Name of board or committee—please see reverse: Birch Bay Watershed & Aquatic Resource Management

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? ( ) One ( ) Two (x) 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

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Education: BS Mine Engineering, BS Geological Sciences-Geophysics, MS Geological Sciences-Geophysics-Hydrology
   PhD Radiological Health Sciences-Health Physics, Registered Professional Engineer, Colorado Registration Number 22254
   Qualifications Related to Position: 20 years mine/geotechnical engineering, 20 years multidisciplinary project and program management, 8 years research and development characterizing risk from environmental transport and deposition of man-made radionuclides in soil. See attached Curriculum Vitae for Dr. Scott E. Hulse 30 December 2012 for details.

10. Please describe why you’re interested in serving on this board or commission: Our family has lived on Whitehorn Point along the southern boundary of Birch Bay since 1960. Storm water disposal is an issue that affects our quality of life.

References (please include daytime telephone number): Mr. Richard Langabeer 360 671 6460,
Mr. Jack Westford 360 303 6596, Mr. John Shuhler 360 933 1989

Signature of applicant: Scott E. Hulse

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Curriculum Vitae for Dr. Scott E. Hulse  30 December 2012

Dr. Hulse received a Bachelor of Science (Geological Sciences-Geophysics) and Bachelor of Engineering (Mine Engineering) from the University of Washington, a Master of Science (Applied Physics-Geophysics-Hydrology) from the University of Arizona and a Doctor of Philosophy (Radiation Health Sciences-Health Physics) from Colorado State University. Dr. Hulse began his career as a Peace Corp Volunteer. Dr. Hulse’s other relevant professional experience includes service as a Mine Engineer with ALCOA, a Geophysicist with Gulf Oil Corporation, Principal Engineer with IEG Ltd., Manager of the Advanced Technologies Group with Lockheed Engineering Corporation, Associate Director for Technology with the Colorado Center for Environmental Management and Manager for Aerial Measurement Systems with Lockheed Martin Corporation. Dr. Hulse also served as the Winter Manager of the Amundson Scott South Pole Station in Antarctica during the winter of 1999-2000. In addition, Dr. Hulse has served as a member of the Boulder County, Colorado, Board of Technical Review and Solid Waste Advisory Committees, American Society for Testing Materials (standards for down hole geologic logging and radiation monitoring instrumentation) and The International Radiation Monitoring Working Group (IAEA) in addition to numerous other volunteer positions with the American Red Cross, Boy Scouts, Knights of Columbus and other organizations. Dr. Hulse is a registered Professional Engineer (Colorado Registration Number 22254). Dr. Hulse has written numerous technical papers that have been published in refereed Geophysics and Health Physics journals, and has authored several U.S. Environmental Protection Agency technical documents.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: WILLIAM C. BOOTH
Street Address: 8188 BIRCH BAY DR.
City: BLAINE
Zip Code: 98230
Mailing Address (if different from street address): 4550 BIRCH BAY/LYNDEN RD. J#1250, BLAINE
Day Telephone: 360.271.7440 Evening Telephone: SAME
Cell Phone: 425.279.2911
E-mail address: boothwc@comcast.net

Date: 1/2/12

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 a 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.

   NORTHSHORE SCHOOL DISTRICT
   PUBLIC SCHOOL ADMINISTRATION, SCHOOL PRINCIPAL
   EXECUTIVE DIRECTOR

10. Please describe why you’re interested in serving on this board or commission: INTERESTED IN WATER MANAGEMENT IN OUR DISTRICT

References (please include daytime telephone number): KATHY BAKES - 360.371.0171

Signature of applicant:

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TITLE OF DOCUMENT: Concurrent appointment of Susan Gribbon, City Appointment, to the Bellingham-Whatcom County Housing Authorities Board of Commissioners.

ATTACHMENTS: Letter from John Harmon recommending appointment, and application of Susan Gribbon.

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 recommends the concurrent appointment of Susan Gribbon to the Bellingham-Whatcom County Housing Authorities Board of Commissioners.

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.
October 16, 2012

The Honorable Kelli Linville  
Mayor of the City of Bellingham  
210 Lottie Street  
Bellingham, WA 98225

Dear Mayor Linville:

Commissioner Peter Theisen's term expired April 18 of this year and he notified us of his intent to not seek a second term. He agreed to stay on the Board while a search for his replacement was found. Because the position vacated by Mr. Theisen is one that requires residence within the city limits, the new Commissioner must be a resident of Bellingham.

After conducting a search and much thoughtful consideration, the Board has nominated Susan Gribbin, a Bellingham resident to fill this vacancy. As you will see from her attached application, Ms. Gribbin would bring all of the experience, knowledge and people skills which are needed for this position.

Ms. Gribbin would be a valuable addition to our Board, and we hope you will concur with our recommendation and appoint her to the Bellingham Housing Authority Board.

As Ms. Gribbin will also serve on the Whatcom County Housing Authority and as per our longstanding agreement, upon receiving notification of your appointment of Ms. Gribbin, we will write to County Executive Louws for his approval, as well.

Thank you for your attention to this matter.

Sincerely,

John E. Harmon  
Executive Director/CEO

c: County Executive Jack Louws

Administrative Office: (360) 676-6887 • FAX (360) 676-7696 • TDD (360) 676-2140
Maintenance Office: (360) 676-6893 • FAX (360) 738-7311
Commissioner Application

Name: Susan Gribbin  Date: 10/5/12

Address: 3006 Victor Street Bellingham WA 98225

Email: s.gribbin@comcast.net  Phone: 360/647-0859 h
                                 360/383-9707 w
                                 360/223-6144 c

Please answer the questions below completely. You may attach additional pages to this form.

1. Why do you wish to serve on the Housing Authorities Board of Commissioners?

   I would very much appreciate the opportunity to serve on the Bellingham Whatcom County Housing Authorities board of directors. Besides the chance to learn more about our community I especially hope to contribute to the team whose work has enriched the lives of many members of our community by making housing affordable and available.

2. What personal strengths would you bring to the Board?

   I am collegial and strive to build consensus in a group. Coworkers often look to me to provide perspective and alternate views of people and situations that can help move a process or decision forward.

3. What do you think are the critical issues facing affordable housing in this community and what role do you see the Housing Authority and others playing?

   Capital, land, and partnerships that can create viable long term housing investments

4. Please list your community volunteer experiences.

   Currently I serve as a volunteer on the City of Bellingham's Community Development Advisory Board. Previously I have been involved in community engagement activities targeting transportation, physical activity and community building as part of my work in a community health coalition.
5. List any experiences you have on policy-making boards and how they would contribute to your being an effective Board member.

The earliest board experience I had was a non-voting student member to my community college board of directors. The training provided to me in this role has served me well since. Specifically, that decisions once made are everyone’s, personal viewpoints notwithstanding. Once a decision is reached each member ‘owns’ it and presents it fairly to their respective constituents.

6. How do you see the role of a Commissioner in relationship to the role of an Executive Director and staff?

Generally I would understand this to mean the difference between operations – doing the work and policy – fair and useful guidelines to use when doing the work. I would expect that commissioners are NOT involved in operational decisions or activities on any ongoing basis.

7. Using information on Page 4, Commissioner Selection Guidelines, please comment on your qualifications for each guideline.

a. Demonstrated leadership capabilities.

My background in the nonprofit community reflects an individual who seeks out challenges while hoping to improve the lives of members of my community. I have served in various roles including coalition coordinator, program director, marketing manager and more. I have been especially successful in launching new initiatives and delivering on promised goals.

b. Knowledge of and commitment to affordable housing

I am pleased that Whatcom County has adopted housing first. Our community has come a long way since while working at the local crisis services we provide one-way tickets to homeless individuals. The face of homeless people has migrated from the mythic lonely male to whole families without shelter. Providing shelter and support to keep people in place in our community is much preferable. As a parent of two disabled daughters I have valued the opportunity the housing authority has made available to them as they make their way in the adult world. Both receive SSI – a $698 monthly entitlement and without a HUD Section 8 housing voucher their independent living would be impossible. Overall, I am impressed with the investments made by the housing authority and its partners in building affordable and desirable projects.
c. Time commitment
I am able to meet on the third Tuesday of each month and have flexibility in my
work schedule to accommodate further engagements.

d. Policy, planning, budgeting experience
I have an MBA from Western Washington University and a Project Management
Certificate from the University of Washington. In addition to educational experiences
I have been responsible to plan, budget and provide due diligence to projects
ranging from marketing, to mentoring to leadership training. As the author of a
number of grants I am able to put good use developing correspondence between
plans, budgets and program measurement activities.

e. Collaboration and interpersonal skills
My work with collaboration increased significantly when I was the program director
for Big Brothers Big Sisters of Northwest Washington. At that time the Whatcom
County Readiness to Learn Consortium was becoming established as an open door
to our county’s seven school districts. I was able to leverage my time and expertise
to help solidify the consortium while successfully authoring and competing for
grants related to mentoring. I very much appreciate the value of partnerships in
achieving results – I can’t think of any other way to create something meaningful
and, hopefully, lasting.
My work in communications has honed both my skills at persuasion and
presentation. I am a capable communicator in conversation, in writing and in visual
communications.

f. Board perspective.
My involvement with the Community Development Advisory Board is my most
recent example of respectfully presenting ideas, offering a different opinion, or just
questioning fundamental rationales. I believe members of that board would agree
that I treat others respectfully and can more forward to achieve results.
Commissioner Selection Guidelines

The following guidelines are intended to outline the background, capabilities and experience considered necessary for effective service as a member of the Bellingham Whatcom County Housing Authorities. It is understood that no single candidate may fully satisfy each of the stated guidelines. Nonetheless, each candidate should be able to demonstrate a combination of the experience and commitment set forth in the guidelines.

1. Demonstrated Leadership Capabilities
   Candidates should have a record of occupying leadership positions in business and/or community organizations.

2. Knowledge and Commitment to Affordable Housing
   Candidates must indicate a grasp of the major issues involving public policy making in affordable housing (at the local, national, and state level) as well as a strong personal commitment to affordable housing.

3. Time Commitment
   Candidates should demonstrate that they could arrange both personal and professional responsibilities such that they can devote approximately five to ten hours per month discharging their Board responsibilities.

4. Policy, Planning and Budgeting Experience
   Candidates should demonstrate that they have experience in policy making, planning and budgeting.

5. Collaboration and Interpersonal Skills
   Board members represent a rich cross section of experience and interpersonal styles. It is essential that candidates have a record of effectively working with individuals of diverse perspectives and problem solving styles.

6. Board Perspective
   Candidates should demonstrate that they have experience in the areas of effective board deliberation and decision-making. This includes independent judgment, balancing, and consideration of differing financial, social and political perspectives.
### TITLE OF DOCUMENT:
Appointments to Executive’s Boards and Commissions for the year 2013.

### ATTACHMENTS:
Listing of nominations for appointments and reappointments; Membership applications.

### 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 confirmation of his new appointments and reappointments to the boards and committees noted on the attached list. These appointments take effect on February 1, 2013.
The following vacancies on boards and committees are filled with appointments by the Executive and confirmed by County Council.

AGRICULTURAL ADVISORY COMMITTEE
Nominated for reappointment are John Bayer, Dave Buys, Vicki Hawley, Larry Helm, (Bill) Wesley Kentch, and Debbie VanderVeen; and nominated for appointment is Landon Van Dyk.

BELLINGHAM-WHATCOM COUNTY COMMISSION AGAINST DOMESTIC VIOLENCE
Nominated for reappointment is Mary Dumas.

BICYCLE/PEDESTRIAN ADVISORY COMMITTEE
Nominated for appointment are Stonewall Bird, Delaine Clizbe, and Dr. Joseph Garcia.

CIVIL SERVICE COMMISSION
Nominated for appointment are Paul Myers and Constantine Papadakis.

COUNTY APPEALS BOARD
Nominated for reappointment are Roger Axelson, Greg Hinton and Richard May.

DEVELOPMENT STANDARDS TECHNICAL ADVISORY COMMITTEE
Nominated for reappointment are Michael Dispigno, Michael Matthes, and Dannon Traxler; and nominated for appointment are Elizabeth Binney and Larry Steele.

DEVELOPMENTAL DISABILITIES ADVISORY BOARD
Nominated for reappointment is Todd Childs; and nominated for appointment is Carla Shelton.

ETHICS COMMISSION
Nominated for reappointment are David Franklin and Harriet Spanel; and nominated for appointment is Adrian M. Madrone (attorney position).

MARINE RESOURCE COMMITTEE
Nominated for reappointment are Ken Carrasco and Doug Stark.

PARKS AND RECREATION COMMISSION
Nominated for appointment to the District 1 position is Jeffrey Margolis, and to the District-At-Large position is Janet Boyhan.

POINT ROBERTS COMMUNITY ADVISORY COMMITTEE
Nominated for reappointment to the At-Large position is Louise Mugar.

PUBLIC HEALTH ADVISORY BOARD
Nominated for reappointment are Ben Scholtz (business/industry); and nominated for appointment is Dr. Michael Thompson (physician).
PURCHASE OF DEVELOPMENT RIGHTS (PDR) OVERSIGHT COMMITTEE
Nominated for reappointment is Paul Schissler and nominated for appointment is James Lonnøn (non-farmer, unincorporated county).

VETERAN’S ADVISORY BOARD
Nominated for reappointment is Stephen Lockwood; and nominated for appointment are Shelley Cline and Ward Nelson.

WHATCOM COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES
Nominated for reappointment is Tom Burton.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: John L. Bayer  Date: Nov. 12 2012
Street Address: 2419 E. Bridger Rd.
City: Everson, Wash.
Department: Zip Code: 98247
Mailing Address (if different from street address):
Day Telephone: 966-4435  Evening Telephone: Cell Phone: 961-4092
E-mail address: ______________________

1. Name of board or committee—please see reverse: 
   Leg. Comm.

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 are applying? 
   (If applicable, please refer to vacancy list.)  N yes  ( ) no

4. Which Council district do you live in?  ( ) One  ( ) Two  ( ) Three

5. Are you a US citizen?  N yes  ( ) no

6. Are you registered to vote in Whatcom County?  N yes  ( ) no

7. Have you ever been a member of this Board/Commission?  N 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?  N yes  ( ) no
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education: Retired School bus driver

10. Please describe why you are interested in serving on this board or commission:

References (please include daytime telephone number): ______________________

Signature of applicant: ________________

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: DAVE BURS
Street Address: 1440 W. Badger Rd.
City: Custer, WA 98240
Mailing Address (if different from street address):
Day Telephone: 360-739-8446 Evening Telephone: 360-739-5946
E-mail address: daveburs@gmail.com

Date: 11-10-12

1. Name of board or committee—please see reverse:
   Agricultural Advisory Committee

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: 2011 to present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   ✔ yes ( ) no
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Involved in Ag. industry for over 40 years-
   Past board number at Farm Friends.

10. Please describe why you're interested in serving on this board or commission:
    I have interest in policy & regulations that affect the ag industry.

Signature of applicant: DAVE BURS

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Vicki Howley
Street Address: 495 E. Axton Rd
City: Bellingham
Zip Code: 98226

Date: 1/29/13

Mailing Address (if different from street address):

Day Telephone: 360-398-2196 Evening Telephone: 360-398-2196 Cell Phone: 360-739-556
E-mail address: howleyfarmers@frontier.com

1. Name of board or committee—please see reverse: Agricultural Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list. Processor/Farmer

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

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. Paddle Farmer (Seed)

10. Please describe why you’re interested in serving on this board or commission: My experience of serving on the Ag Committee brings continuity to the Committee.

References (please include daytime telephone number): Henry Bierlink

Signature of applicant: Vicki Howley

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: LARRY R HECIM Date: 10-21-2012
Street Address: 2660 E 41ST TERRACE
City: BELLINGHAM WA Zip Code: 98226
Mailing Address (if different from street address):
Day Telephone: 360 961 9584 Evening Telephone: 360 597 0191 Cell Phone: 360 961 9584
E-mail address: larry@whidbey.net

1. Name of board or committee—please see reverse: AGRICULTURAL ADVISORY
2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) (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? (X) yes ( ) no
If yes, dates: 1/1/2010 – 10/28/2012
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.

RETIRED STATE PARK SUPERINTENDENT - CA - ENFORCEMENT OWN BEET CATTLE FARM ON SPANICUM LAKE ROAD, ELECTED AS SUPERVISOR TO THE COUNTY CONSERVATION SERVICE.

10. Please describe why you’re interested in serving on this board or commission:
WE NEED TO BE CONCERNED ABOUT THE FARMER’S PROFIT NOT JUST HIS LAND.

References (please include daytime telephone number):
BARBARA BRENNER - 360-354-2762 RICHARD YODER - 360-354-0942

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: William Wesley Kentish
Street Address: 6870 Enterprise Rd
City: Ferndale
Mailing Address (If different from street address):
Day Telephone: 360-4166 Eventide Telephone: (Same) Cell Phone: 815-4626
E-mail address: WWKentish@co.comcast.net

1. Name of board or committee—please see reverse: Agricultural Advisory Committee
   one of six open seats as voting member

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 are applying?
   (If applicable, please refer to vacancy list.)
   ( ) Yes ( ) No

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three
   ( ) Yes ( ) No

5. Are you a US citizen? 
   ( ) Yes ( ) No

6. Are you registered to vote in Whatcom County? 
   ( ) Yes ( ) No

7. Have you ever been a member of this Board/Commission? 
   ( ) Yes ( ) No
   If yes, dates: 1-31-11 to 1-31-13

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: Retired School Teacher 38 years of Service
   Small Livestock Farm Since 1962 (continuing)
   Custom Hay Service since 1980 (continuing)
   5 Year Degree in Agricultural Education from OSU
   12 Semesters of Advanced College credit
   Current President of Whatcom County Cattlemen’s Assn

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you’re interested in serving on this board or commission: protect farming and
    farmers from regulations and activists that prohibit

References (please include daytime telephone number):

Signature of applicant: William Wesley Kentish

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Debbie VanderVeen
Street Address: 1428 E. Pole Rd.
City: Everson WA
Mailing Address (if different from street address): Same
Date: Dec. 1, 2012
Day Telephone: 360-354-1194 Evening Telephone: 360-354-1194 Cell Phone: 360-519-9310
E-mail address: veenteame@gmail.com

1. Name of board or committee-please see reverse:
   Agriculture Advisory Committee

2. You must specify which position you are applying for.
   Please refer to vacancy list.
   Farmer

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.) Full-time Farmer, Everson yes (X) no
   (X) One

4. Which Council district do you live in?

5. Are you a US citizen?
   Yes (X) No

6. Are you registered to vote in Whatcom County?
   Yes (X) No

7. Have you ever been a member of this Board/Commission?
   Yes (X) No
   If yes, dates: completing a partial term.

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.

10. Please describe why you're interested in serving on this board or commission:
    I am completing a partial term, and want to return to continue work on our agenda, which is unfinished.

References (please include daytime telephone number):
   Luanne Van Werven 360-319-3761,
   Jim Frey (Lynd. Sch. District Super.) 360-303-0927, Roger Eytzen (Cargill) 360-

Signature of applicant: Debbie VanderVeen

Melissa Bedlington 979-61-5691

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Landon Van Dyke  Date: 11/7/12
Street Address: 7585 N. Van 120
City: Lynden  Zip Code: 98264
Mailing Address (if different from street address): 
Day Telephone: 360-354-3601  Evening Telephone: 
Cell Phone: 360-402-7336
E-mail address: LandonVanDyke.com

1. Name of board or committee—please see reverse: 
   Agricultural Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list.
   Board Member - Farmer

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One (X) Two ( ) Three

5. Are you a US citizen? (X) yes ( ) no

6. Are you registered to vote in Whatcom County? (X) yes ( ) no

7. Have you ever been a member of this Board/Commission? (X) yes ( ) no
   If yes, dates: 

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? (X) yes ( ) no
   If yes, please explain: 

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Berry Farmer/Dairy Farmer - Farming, Genetics, and Phosphorus in partnership with my brother. I have a bachelor of science from Seattle Pacific University in Business.
   I spent 3 years working for Delta, a dairy service company. I have served on many different boards committees including Whatcom Farm Friends, second Chance Citizens, etc. I have attended Ag Advisory committee meetings and read all available materials. I am also involved in my family's Dairy Farm.

10. Please describe why you're interested in serving on this board or commission. If you have personal interest in the future of agriculture in Whatcom County I want to help build private rights and policy, etc.

References (please include daytime telephone number):
   Uncle Gariwite - Whatcom Farm Friends C360-360-3601
   Shawn Pelada - Farmer - 360-815-6079
   Brad Ruder - Farmer - 360-815-4808

Signature of applicant: 

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November 26, 2012

County Executive Jack Louws
Whatcom County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082

Dear Executive Louws:

Mary Dumas has been filling a partial term for the Whatcom County Community at Large position on the Domestic Violence Commission, with a term ending January 31, 2013. At this time, the DV Commission would like to recommend Mary Dumas for reappointment to a full term in the position. Mary has been a valuable and involved DV Commission member, taking part in our Firearms and Domestic Violence Protection Order Work Group and our Fatality Review Panel, in addition to regularly attending meetings and showing her commitment to ending domestic violence in Whatcom County.

Additionally, Mike Riber has recently been named as the Administrator of the Department of Social and Health Services, Community Service Office in Bellingham. He will be serving as the Designated Representative, Bellingham DSHS/CSO on the DV Commission.

Thank you for your support of the DV Commission and our members, and please don’t hesitate to let me know if you have any questions or would like any further information.

Sincerely,

Susan Marks
Director

cc: Suzanne Mildner
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: STONEWALL BIRD
Date: 12/20/12

Street Address: 1346 HUMBOLDT ST.
City: BELLINGHAM, WA
Mailing Address (if different from street address):

Day Telephone: 360-847-6696 Evening Telephone: SAME
Cell Phone: NA
E-mail address: sjbird@centurylink.net

1. Name of board or committee—Please see reverse:
   BICYCLE PEDESTRIAN ADVISORY MEMBERSHIP

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?
   (X) 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 (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 ( ) no
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   1973-1990 - INTERNATIONAL CORPORATE BUSINESS LAWYER - MOBIL OIL CORPORATION, HARRIS CORPORATION
   1998-2011 - SKAGIT TRANSIT CITIZENS ADVISORY COMMITTEE
   2011-PRESENT - WHATCOM TRANSIT CAP
   2002-2011 - SKAGIT ACTIVE COMMUNITIES TASK FORCE
   HAVE NOT OWNED A CAR IN 10 YEARS.

10. Please describe why you’re interested in serving on this board or commission:
    I WISH TO ASSIST IN MAKING THE COMMUNITY SAFE AND CONVENIENT FOR BICYCLISTS AND PEDESTRIANS.

References (please include daytime telephone number):
   ELLEN BARTON - 1676-6974
   DANIEL TEPFER - 389-3803

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Delaine Clizbe Date: 10/20/2012
Street Address: 1894 Governor Road
City: Bellingham WA Zip Code: 98229
Mailing Address (if different from street address):

Day Telephone: (360) 910-5364 Evening Telephone: 
Cell Phone: Same
E-mail address: delaine918@gmail.com

1. Name of board or committee—please see reverse: Bicycle/Ped Advisory Committee

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.)

4. Which Council district do you live in? One ( ) Two ( ) Three

5. Are you a US citizen? ( ) Yes ( ) No

6. Are you a registered voter? ( ) 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: We own two duplexes in Fairhaven.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

33 years in Commercial Fishing
2 years as Home Economist for Haggen
2 years managing Barkley YMCA
2 years as SeaCrest licensed Client Assistant
BS Nutrition minor in chemistry
Volunteer work for YMCA at Whims Mountain Bike

10. Please describe why you’re interested in serving on this board or commission:

I would like to be involved in assuring safe roads for bikers.

References (please include daytime telephone number): Missy Belles—personal friend
and former co-worker—360-5041 | Eric Morgan—Former E

Signature of applicant: Delaine Clizbe

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Dr. Joseph Garcia
Date: Nov. 15, 2012

Street Address: 1104 Whistler Lane // 5000 Noon Rd.
City: Glacier, WA // Bellingham, WA
Zip Code: 98229/98247

Mailing Address (if different from street address): P.O. Box 28567 // P.O. Box 5050
Day Telephone: 360-298-9333 Evening Telephone: 360-298-9333 Cell Phone:
E-mail address: drjosephgarcia@gmail.com

1. Name of board or committee—please see reverse: Bicycle/Pedestrian Advisory Committee
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? ( ) One (x) 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? (x) 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 an educator and former instructor at five Northwest Universities. I have served on the Governor’s Committee on Employment of the Handicapped, Mat-Su Parks and Recreation Committee (Alaska), and several committees in Kittitas and Whatcom Counties. I volunteer for the Bellingham BAAX program, am current chair of the Glacier Trail Committee and work for HomeWorks Inc. I have bachelor’s, master’s and doctoral degrees.
10. Please describe why you’re interested in serving on this board or commission: To advance the use of non-motorized transportation.

References (please include daytime telephone number): Carole MacDonald (549-7100) Dr. Frank
James (201-2505) Terry Bornemann (678-6780)

Signature of applicant: [Signature]

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

Name: Paul H. Myers
Street Address: 5599 Aldrich Road
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: 398-2940 Evening Telephone: 
E-mail address: phmwhitey@frontier.com

Date: 12-07-2012
Zip Code: 98226
Cell Phone: 393-9691

1. Name of board or committee—please see reverse: Civil Service Commission

2. You must specify which position you are applying for. Either of two pending vacancies
   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 (x ) Three

5. Are you a US citizen?
   ( ) yes ( ) no

6. Are you registered to vote in Whatcom County?
   ( ) yes (x ) no

7. Have you ever been a member of this Board/Commission?
   If yes, dates: ____________________________
   ( ) yes (x ) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   If yes, please explain: ____________________________
   ( ) yes (x ) no

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Retired. Pilot, United Airlines 36 yrs, 22 yrs as captain, 10 yrs. As international capt B-747. Active on safety committee, Airline Pilots Assoc.20 yrs., 5 yrs on accident investigation team. 25 yrs. law enforcement experience: 3 yrs LAPD officer; part-time officer San Clemente, CA 7 yrs; part-time deputy sheriff Larimer County, CO 9 yrs.; police commissioner Windsor, CA 6 yrs. (chairman 3 yrs.). Currently: tour coordinator Heritage Flight Museum; teacher ALL Program WWU; serve on sheriff's Citizen Advisory Committee. Part-time Captain for local yacht charter company.

10. Please describe why you're interested in serving on this board or commission: With my history in law enforcement, I am very motivated to maintain the highest standards for our local law enforcement officers.

References (please include daytime telephone number): John Gargett 656-5700, Capt. Harry Andrews 398-9864,

Lew Hays 778-1885

Signature of applicant: [Signature]
January 8, 2013

2540 South Park Drive
Bellingham, WA 98225
(360) 319-1596
costa7810@gmail.com

Jack Louws
Whatcom County Executive
311 Grand Avenue
Suite 108
Bellingham, WA 98225-4082

Dear Executive Louws,

Please accept my qualifications for the vacancy on the Civil Service Commission. You may recall that I am keenly interested in government and law enforcement in particular. Also, I have previously established professional relations with the Sheriff’s Office and feel my perspective and experiences will add value to the efficiency of that institution.

I am able to offer nearly seven years as a business administrator, eight more in public safety positions, and another six years of continuous service in local civic capacities. Most importantly, I will bring a positive attitude, a quality work ethic and commitment to the commission.

Your appointment of me to the commission will afford significant opportunity for my personal and professional endeavors. I am prepared to make a valuable contribution to our community and the Sheriff’s Office. Attached you will find a completed application and personal resume. Thank you for considering me for the position on the commission.

Very respectfully,

Constantine Papadakis
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name:  CONSTANTINE STEVEN PAPADAKIS    Date:  1/8/13

Street Address: 2540 South Park Drive

City: Bellingham Zip Code: 98225

Mailing Address (if different from street address):

Day Telephone: 676-1011 Evening Telephone: see log # Cell Phone: 319-1596

E-mail address: costa7810@gmail.com

1. Name of board or committee—please see reverse:

   CIVIL SERVICE COMMISSION

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.

   Currently serving as administrator for 6.5 years for small business of 17 employees in Fairhaven District in B’ham.

   8 years experience in fire service roles at the federal, state, and local levels.

   6 years continuous service in varied civic capacities including: Fairhaven Merchant District Board (3 yrs); Tourism Bureau (25 yrs); Whatcom Sheriff’s Advisory Group (2 yrs). I am halfway towards earning an M.A. in National Security Studies at American Military University and maintain a 3.8 GPA in my studies.

10. Please describe why you’re interested in serving on this board or commission:

    I am keenly interested in government and law enforcement institutions and operations.

References (please include daytime telephone number): Loni Rahm, CEO Tourism Bureau, 671-3990; David Elias, LTC naval aviator, 360-441-2644; Bill Elfs, Sheriff Whatcom Cty. 676-6784

Signature of applicant:  C P Papadakis   1/8/13

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Objective

*To bring personal initiative, reliability and a positive work ethic to the Civil Service Commission of Whatcom County.*

Professional Experience

**General Manager**
Dan Harris Steakhouse-Bellingham, WA 8/2006–Present

I have served in every role at our family business since 1996. As a full time administrator for the last six years, my focus is the hands-on management and operationalization of the disparate internal and external factors that drive our business.

Internal factors include; the management and mentoring of staff; employee hiring, interviewing and suitability checks; internal operations such as inventory and facility maintenance; fostering communication between the culinary staff and customer service staff and between those entities and ownership; analyzes qualitative and quantitative data collected from proprietary software, interviews, and open-sources to formulate reports, marketing endeavors and strategic plans; creating website and social media content for publishing.

External factors include; cultivating vendor relationships; understanding and managing economic factors such as the cost of goods and services and labor supply; maintaining relationships with community groups, businesses and a wide demographic; and complying with regulations and government.

All of this occurs under an umbrella of constant public interaction. The challenge is to connect it all together and provide a level of stability and consistency. To do this, my position (and the organization as a whole) requires vigilance, personal presence and attendance to best practices and quality relationships.

**Firefighter/Ladder Truck Operator**

As a team-member or individually, I entered unknown thermal, mechanical and chemically life-threatening environments; performed search and rescue in burning structures; operated 100-ft aerial apparatus; safely maneuvered and positioned apparatus during emergency response; operated nozzle and directed fire streams; performed ventilation, salvage and overhaul; extricated persons entrapped in vehicles and machinery; achieved and served as Hazardous Materials Technician; completed recurrent training, skills development and certification maintenance; 2004 Scott Firefighter Combat Challenge Competitor.
Experience cont’d

Wildland Firefighter

I served as a seasonal firefighter for the U.S. Department of Interior (NPS, BLM and USFWS agencies) and CAL FIRE. Duties included the suppression of vegetation fires and structure protection using pumps, hoses, and hand tools; served as helicopter crewmember and engine operator; all positions required self-sufficiency in remote areas under hazardous conditions, often without support; endured a variety of arduous topographical, climatic and fire-ground conditions. On 9/10/2001, I was part of a 3-man team that rescued an entrapped fire crew, extinguished their burned-over Engine and directly saved two homes during the Darby Fire in Calaveras County, CA. Employment in 2006 included fire assignments in the Southeast U.S.

Civic Accomplishments

I enjoy serving on local boards and community groups. From 11/08–1/12 I was a Board Member for the Old Fairhaven Association merchant group working on small-business empowerment, fund-raising, grant-seeking and marketing our merchant district. From 4/07–11/09 I was appointed to the marketing committee of the Bellingham-Whatcom Tourism Bureau. We met monthly to strategize about advertising, press relations, technology and economic sustainment in support of the CEO and tourism staff. In 2011 I was a member of the steering committee for Sheriff Elfo’s re-election campaign. My primary focus was to orchestrate the email and social media campaign. Also in 2011 I was invited to serve on the Whatcom County Sheriff’s Advisory Group; a diverse group of civilians who engage the Sheriff on organizational policy, emerging threats, budget matters and public safety issues.

Education

I received a B.S. in Natural Resource Science from Washington State University in 2003. I am pursuing an M.A. in National Security Studies from American Military University and maintain a 3.8 GPA. I expect to earn the degree in January 2014.

References

Bill Elfo, Whatcom County Sheriff (360) 676-6848
David McEeachran, Whatcom County Prosecutor (360) 676-6784
Lt. Cmdr. David Elias, U.S. Naval Aviator (360) 441-2644
Rob Belka, Instrumentation Technician (360) 303-9576
Loni Rahm, CEO Bellingham Whatcom Tourism (360) 671-3990
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Roger Armstrong

Street Address: 3008 Eldridge Ave

City: Bellingham WA Zip Code: 98225

Mailing Address (if different from street address): PO. Box 216, Bellingham 98227

Day Telephone: 360-671-0983 Evening Telephone: Cell Phone: 360-820-3735

E-mail address: ARA@ARA-Services.NET

1. Name of board or committee - please see reverse: County Appeals Board

2. You must specify which position you are applying for. Please refer to vacancy list.

   Architect Board Member

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you are 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: CURRENT

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ( ) No

   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Principal Architect Practicing in Whatcom County Since 1978.

10. Please describe why you're interested in serving on this board or commission: To contribute to uniform fair application of building regulations.

   References (please include daytime telephone number): Larry Pederson, Penticton 7332160

   Bob Moore, Moore Steel 756-6277

Signature of applicant: [Signature] 11-14-12

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: GREG L. HINTON
Street Address: 950 DISCOVERY HTS. DR.
City: BELLINGHAM, WA
Zip Code: 98226
Mailing Address (if different from street address): 
Day Telephone: 739.0723  Evening Telephone: 739.0723  Cell Phone: 739.0723
E-mail address: 

1. Name of board or committee—please see reverse: COUNTY APPEALS BOARD
2. You must specify which position you are applying for. Please refer to vacancy list. MEMBER ON BOARD
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
5. Are you a US citizen? (x) yes ( ) no
6. Are you registered to vote in Whatcom County? (x) yes ( ) no
7. Have you ever been a member of this Board/Commission? (x) yes ( ) no
8. If yes, dates: MOST RECENT TERM
9. 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? (x) yes ( ) no
10. Please describe why you’re interested in serving on this board or commission: TO HELP WITH NEED FOR CLARIFICATION WHEN REQUESTED; I LIKE BEING HERE & CARE ABOUT PEOPLE.

References (please include daytime telephone number): SAM RYAN 674-6907 (WORK RELATIONSHIP)
PEGGY HINTON 734-7740 (MOM)  CARL BERTRAND (NEW)  JAY ROLLINS 509-405

Signature of applicant: ______________________________________________________________________

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: RICHARD MAY
Street Address: 727 D Street
City: Blaine
Mailing Address (if different from street address): PO Box 972
Day Telephone: 360 220 1624

Date: Dec. 2012
Zip Code: 98231
Cell Phone:
E-mail address: mastersblend @ q01.com

1. Name of board or committee-please see reverse: County Appeals Board

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: First term ends Jan 31, 2013

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.

Semi-retired food service industry. Have built homes and have experience with permits. Serve on Blaine Planning Commission, volunteered with Habitat for Humanity. Also serve with Whatcom Libraries PAC, Communities in Schools (Dropout Prevention), High school, trade school, studied economics and HR management.

10. Please describe why you’re interested in serving on this board or commission: To promote best outcomes between progress and regulation.

References (please include daytime telephone number): Pete Kremen, Steve Oliver

Signature of applicant: Richard May

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Michael D'Signio
Date: 11-13-2012
Street Address: 1351 Olivia Court
City: Bellingham
Zip Code: 98226
Mailing Address (if different from street address):
Day Telephone: 360-306-8161 Evening Telephone: 360-714-1154 Cell Phone: 360-961-2608
E-mail address: mike@cascadecivil.com

1. Name of board or committee—please see reverse: Development Standards Technical
   Advisor Committee Professional Engineer

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: 7-13-2010 to present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? (✓) yes ( ) no
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   
   - 30 years experience as a practicing civil engineer
   - 16 years in Whatcom County
   - BS Civil Engineering, MS Agricultural Engineering
   - WA State Professional Engineer

10. Please describe why you’re interested in serving on this board or commission: I am interested in giving back to the community and working with other engineering and survey professionals

References (please include daytime telephone number):
   Douglas McCarthy - Whatcom County Public Works 676-6730

Signature of applicant: Michael D'Signio

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Michael Mattes
City: Bellingham
Street Address: 3121 Brandonine Way
Mailing Address (if different from street address):
Day Telephone: 775 3871 Evening Telephone: 748 3871
E-mail address: mmattes@windengineer.com

Date: 11-14-12
Zip Code: 98226

1. Name of board or committee - please see reverse: Development Standards TAC

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: 2011 - 2012

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.

Civil Engineer
Current Committee Member

10. Please describe why you’re interested in serving on this board or commission: Like to serve 2nd term.

References (please include daytime telephone number): Dave Carpenter, PE 733 610

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Dannon C. Traxler
Street Address: 2631 Utter Street
City: Bellingham
Mailing Address (If different from street address): 
Date: December 7, 2012
Zip Code: 98225
Day Telephone: 360-671-6460 Evening Telephone: 
Cell Phone: 360-510-4412
E-mail address: d.traxler@langabeertull.com

1. Name of board or committee-please see reverse: Development Standards Technical Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list. Committee Member

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) (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? (X) yes ( ) no
   If yes, dates: August 2011 - present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) 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. Attorney (Land Use), Bellingham Bay Rotary (Board member); Bellingham City Club (Board member), Whatcom Parks and Recreation Foundation (Board member), Building Industry Association (Board member and Governmental Affairs Committee Co-Chair), Whatcom County/Washington State Bar Association

10. Please describe why you’re interested in serving on this board or commission: It has been interesting and challenging to work with such a knowledgeable group of people in helping to review and refine the County’s Development Standards which are so important to the builders and citizens of our community. I believe my legal background has been beneficial to the group, and I would very much like to continue my work with the committee.

References (please include daytime telephone number): Robert M. Tull 360-671-6460; Richard J. Langabeer 360-671-6460

Signature of applicant: [Signature]

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Elizabeth Binney, PhD
Street Address: 1833 Summit St.
City: Bellingham, WA
Zip Code: 98229
Mailing Address (if different from street address):

Day Telephone: 360-671-2317 Evening Telephone: same as day Cell Phone:
E-mail address: ebinney@pacificecologic.com

1. Name of board or committee—please see reverse: Development Standards Technical Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list: Committee member

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.) (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? (X) 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? (X) yes ( ) no
   If yes, please explain: I own a consulting firm that does Critical Areas consulting in Whatcom Co.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I am an ecologist that has done ecological/biological and Critical Areas consulting and research in Whatcom Co. and western Washington for over 25 years. I have worked extensively with critical areas ordinances and land use regulations. I have a Ph.D. in ecology and am a certified Professional Wetland Scientist and a Certified Senior Ecologist. In addition to consulting and research, I am an instructor in the Biology Dept. at WWU where I have taught general biology, ecology, biostatistics, as well as wetland delineation and ecology. As a consultant I have reviewed and advised various small towns in Whatcom, Skagit, and Island Counties per their critical areas ordinances and land use regulations.

10. Please describe why you're interested in serving on this board or commission: I would like to contribute to the greater Whatcom Co. community and think my experience in land use would be valuable.

References (please include daytime telephone number): Michele Bodtke 360-734-9484; Analiese Burns 360-734-9484; Adam Morrow 360-671-7387

Signature of applicant: Elizabeth Binney

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT EIGLY and COMPLETE ALL ITEMS

Name: Larry Steele
Street Address: 1334 King St. Suite 1
City: Bellingham WA Zip Code: 98229
Day Telephone: 360.676.9376 Evening Telephone: 360.734.6019 Cell Phone: 360.977.4070
E-mail address: l.steele@180survey.com

1. Name of board or committee—please see reverse:
   Development Standards Technical Advisory Committee
   Land Surveyor

2. You must specify which position you are applying for. Please refer to vacancy list.*
   Land Surveyor

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you are 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: mid 1990's

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: We occasionally have surveying contracts with Whatcom County

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you're interested in serving on this board or commission:
    Provide input to Whatcom County Technical Standards based on experience

References (please include daytime telephone number):
   Tony Freeland PE, Freeland & Assoc. 360.650.1408

Signature of applicant: Larry Steele

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY AND COMPLETE ALL ITEMS

Name: Todd Childs
Street Address: 1320 Lakeway Dr. Apt. 119
City: Bellingham, Wa.
Date: 11/16/2012
Zip Code: 98229

Mailing Address (if different from street address):

Day Telephone: 360-714-5016 Evening Telephone: Cell Phone: 360-927-6060
E-mail address: Childm@wa.gov (work email) Toddmcchild60@hotmail.com (personal email)

1. Name of board or committee—please see reverse:
   Developmental Disabilities Advisory Board

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? ( ) One ( ) Two ( ) Three

5. Are you a U.S. citizen? [x] yes ( ) no

6. Are you registered to vote in Whatcom County? [x] yes ( ) no

7. Have you ever been a member of this Board/Commission? [x] yes ( ) no

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? [x] yes ( ) no
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Office Assistant for the Washington State D.S.H.S. – Division of Developmental Disabilities. Member of the ARC of Whatcom County’s Board of Directors. Volunteer as Assistant Coach for Special Olympics program in Bellingham.

10. Please describe why you’re interested in serving on this board or commission. I am developmentally disabled myself and understand the problems DD people face every day. Many people I’m involved in is related to the DD population.

References (please include daytime telephone number):
Beverly Porter 360-715-0170 ext 306, Scott Watling 714-5010

Signature of applicant: Todd Childs

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December 13, 2012

TO: Jack Louws, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

I am pleased to forward the nomination of Carla Shelton for initial appointment to the Developmental Disabilities Advisory Board. (DDAB)

The DDAB voted unanimously to recommend Laurie’s appointment at the November 26, 2012 Advisory Board meeting.

Carla lives in Bellingham, and is the parent of an adult child with developmental disabilities. She brings board experience from her time serving on the Governor’s Advisory Council of Special Education and Disability in the state of Alaska as well as an exceptional understanding of state and federal resources.

Her references describe her as a resourceful, sincere, dedicated and trustworthy individual who is easy to work with and consistently collaborative.

As you can see, Carla provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities.

Thank you, Jack, for considering this nomination for appointment.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Carla Shelton
Street Address: 2225 E. Birch St.
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: 360-714-8191
E-mail address: alwaysa1ady99@yahoo.com
Date: 4/30/2012
Zip Code: 98229

1. Name of board or committee-please see reverse: Developmental Disabilities Board

2. You must specify which position you are applying for. Please refer to vacancy list. Parent

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 recruiter @ BP Cherry Point Refinery. I was on the Gov. Council of Special Ed & Disability in Alaska for 2 yrs. I was an appointed position. I was a long time member of the Arc of Anchorage and member of the Arc in Bham for yrs.

10. Please describe why you're interested in serving on this board or commission: I have a disabled adult daughter.

References (please include daytime telephone number): Ted Pratt - 592-2543
Angelica Pinto - 360-327-9898

Signature of applicant: Carla M. Shelton

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: David H. Franklin
Street Address: 346 White Oak Road
City: Bellingham
Mailing Address (if different from street address):
Day Telephone: 671-2957 Evening Telephone: 671-8957 Cell Phone:
E-mail address: dmfranklin@msn.com
Date: 11/8/2012
Zip Code: 98229

1. Name of board or committee—please see reverse: E Price Commission

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: 2011 to present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? (✓) yes ( ) no If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you’re interested in serving on this board or commission: I believe that I owe my community some service as a citizen.

Signatures of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Harriet Spanel
Street Address: 903 Liberty St
City: Bellingham
Mail Address: (if different from street address):
Day Telephone: 360-733-9459
Evening Telephone: Same
E-mail address: Spanel@nas.com

1. Name of board or committee—please see reverse: Ethics Commission
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: 1-1-2009 - 1-31-2013

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:
   Retired - WA State Legislature

10. Please describe why you’re interested in serving on this board or commission: I have an interest in good government and have the experience of serving in the legislature.

References (please include daytime telephone number):
   Kelli Linville - 786-1135
   Joy - Don Keenan - 671-0131

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Adrian Martinez Madrone

Street Address: 46 Lustick Law Firm, 222 Grand Ave. Ste A

City: Bellingham

Mailing Address (if different from street address):

Day Telephone: (360) 685-4221 - Work

E-mail address: adrian@lustick.com

Date: 12/12/12

Zip Code: 98225

Cell Phone: (360) 223-7063

1. Name of board or committee-please see reverse:
   Ethics Commission
   any vacancy (Attorney)

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 an attorney in private practice with Lustick Law Firm. I practice primarily in the area of criminal defense. I have been a licensed attorney since 2007. I am a graduate of University of Washington School of Law and The Evergreen State College. I have not served on a local board, commission, or council before, and am interested in developing my experience in this area.

10. Please describe why you’re interested in serving on this board or commission:
    Topic is of personal and professional interest, looking to expand my community involvement and service.

References (please include daytime telephone number):
   Jeffrey Lustick & Mark Kaiman
   Lustick Law Firm, 360-685-4221

Signature of applicant: [Signature]

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The Honorable Jack Louws  
Whatcom County Executive  
County Courthouse  
311 Grand Avenue, #108  
Bellingham, WA 98225-4082

Dear Executive Louws:

Enclosed for your consideration is an application which I respectfully submit to serve a second term on the county’s Marine Resources Committee after my present term expires January 31, 2013. My application is in response to your kind letter of November 6.

It has been an honor to work with the MRC and with county staff including Melissa Roberts and Erica Stroebel, who have been professional, knowledgeable, and supportive in every respect to help us volunteers protect Whatcom County waters. They have contributed immeasurably to our focus and effectiveness.

I did not have room in my application, but I would like to point out that I am currently a commissioner to the Northwest Straits Commission and it’s associated Foundation as the Whatcom County MRC representative. In fact, I have been asked to serve as the Foundation’s treasurer for these several years.

Thank you for your consideration of my application. I can be reached via cell phone at 820-5014 or email at bluemountainfarm@yahoo.com.

Sincerely,

Ken Carrasco
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ken Carrasco
Street Address: P.O. Box 108, Acme, WA 98220
City: Acme
Mailing Address (if different from street address): P.O. Box 108, Acme, WA 98220
Date: November 11, 2012
Day Telephone: (360) 820-5014
Evening Telephone: (same)
Cell Phone: (same)
E-mail address: bluemountainfarm@yahoo.com
Zip Code: 98220

1. Name of board or committee—please see reverse:
   Marine Resources Committee
   Conservation / Environmental Interests

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 U.S. 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

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.
   Retired—was marine (shellfish) and salmon biologist certified as “Certified Fisheries Professional” by the American Fisheries Society. Education: B.S. Zoology from Humboldt State University (California) and M.S. from University of Washington (Thesis: Dungeness crab ecology). Ended career as a Senior Ecologist at King County Dept of Natural Resources and Parks in 2002. Also worked for King County as an Environmental Educator. Also worked for Northwest Indian Fisheries Commission, NOAA, and Alaska Dept. of Fish & Game. Currently on board of Salmon Enhancement Association (NSEA). Am current on board of NSEA. (360-715-8822); Melissa Roberts, staff Whatcom Co. MRC (360-676-6876; ext. 50259)

10. Please describe why you’re interested in serving on this board or commission:
   I’m eager to use my scientific experience, passion, and knowledge of local water issues to protect our marine waters for kids.

References (please include daytime telephone number):
   Rachel Vasak, Executive Director of NSEA (360-715-8822); Melissa Roberts, Staff Whatcom Co. MRC (360-676-6876; ext. 50259)

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Doug Stark
Street Address: 2813 Birchwood Ave
City: Bellingham, WA
Mailing Address (if different from street address): 
Day Telephone: 
Evening Telephone: 
Cell Phone: 360-815-7490
E-mail address: starkdna@gmail.com

Date: 12-12-12

1. Name of board or committee—please see reverse:
   Marine Resources Committee

2. You must specify which position you are applying for.
   Marine Resources Committee
   Member, conservation interest

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in?
   ( ) One ( ) Two (X) 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?
   (X) yes ( ) no

   If yes, dates: Full member since 11/2010 to present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   (X) yes ( ) no

   If yes, please explain: None currently. In any case, I communicate potential conflict and recuse myself from discussions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Trained in marine biology, ecology and science education. B.A., Biology, St. Olaf College; M.Ed., Secondary Science Ed., U of Minn.) and having 25 years of experience in these fields, work to better understand the issues concerning our marine waters, and prioritize, develop, execute communication strategies that increase understanding among the public. In particular, strive to involve members of the community in activities that aid in the MRC’s understanding of various public perspectives as well as enrich the connections of community members with the marine ecosystem. Professionally, my current focus on reducing stormwater pollution includes scientific monitoring to determine sources, educating youth through classroom and field trip activities, delivering messages such as "scoop the poop" to the community. I have led local programs that trained adult volunteers in surveying local shoreline environments, such as in the MRC’s clam surveys, and in shoreline education, as in volunteer beach naturalist programs.

10. Please describe why you’re interested in serving on this board or commission:

   I appreciate the various skills & perspectives the MRC brings together and wish continued service to the MRC’s mission of science-based advisory, education & restoration.

References (please include daytime telephone number):
   Melissa Roberts, 676-6876; Wendy Stephenson, 733-8307; Emily Johnson, 778-7970; Lisa Kaufman 360-393-6948

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name:  Jeffrey Marcoglio  Date:  11/8/12
Street Address:  5465 Potter Road
City:  Deming  Zip Code:  98244
Mailing Address (if different from street address):
Day Telephone:  592-2297  Evening Telephone:  592-541  Cell Phone:  594-1812
E-mail address:  goodbuy@everybodys.com

1. Name of board or committee—please see reverse:  Parks & Recreation Commission
   District 1

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.
   Occupation:  Grocer, President, South Fork Valley Community Association, Member & Treasurer, South Fork Township, Steering Committee, Founder, Hall Barker Watershed Protection Assoc.
   Firefighter, First Responder District, Co-Chair, Save Our South Fork, B.A. Liberal Arts, 1979
   M.A. Philosophy, Political Theory, Faculty, Western Washington College, Ph.D., (incomplete)

10. Please describe why you're interested in serving on this board or commission:  I have observed the evolution of Whatcom County Parks for over 40 years and wish to help serve the needs of this region.

References (please include daytime telephone number):
   Kent Rogers  595-2474
   Gary Weiss  592-2313  Russ Heitler-Holst  595-2512

Signature of applicant:  J. Marcoglio

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### APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

**PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS**

#### Name:

**JANET E BOYHAN**

#### Street Address:

8655 TRAPLINE RD

#### City:

**EVERSON**

#### Zip Code:

98247

#### Day Telephone:

966-3999

#### Evening Telephone:

966-3999

#### Cell Phone:

**tjboy20@frontier.com**

#### Date:


---

1. **Name of board or committee** [please see reverse]:

**PARKS + RECREATION COMMISSION**

2. **You must specify which position you are applying for. Please refer to vacancy list.**

**DISTRICT: AT-LARGE**

3. **Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?**

   (If applicable, please refer to vacancy list.)

   - (x) yes
   - ( ) no

4. **Which Council district do you live in?**

   - ( ) One
   - (x) 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.**

   1. **WPRF Board Member, 5 years current, Whatcom Parks & Recreation Foundation**
   2. **WCLS Trustee 10 years, Whatcom County Library System 2002-2012**
   3. **Mt Baker Club, Member, Current, Co-Chair, ‘Baker Trail Work Parties & Snowshoe Trail, My Pak**
   5. **Whatcom Memories Project, Co-Founder, to document photographic family histories across**
   6. **Everson Riverside Park, Fundraiser (b) interpretive signage on river & community, 1994 and**
   7. **Pergola Shelter 2010**

10. **Please describe why you’re interested in serving on this board or commission:**

    - To support and preserve parks, trails and recreation resources throughout Whatcom County, they contribute to

---

**References (please include daytime telephone number):**

- **FAMILY HAPPINESS**

---

**Signature of applicant:**

**Vice President 607-6027 (H)**

**JANET E BOYHAN**

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY COUNCIL
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Louise Mugar (Grubb)  Date: Nov 9, 2012
Street Address: 268 Elizabeth Drive
City: Point Roberts  Zip Code: 98281
Mailing Address (if different from street address): 
Day Telephone: 360/332-1777 Evening Telephone: 
Cell Phone: 360/306-0607
E-mail address: louise.mugar@mac.com

1. Name of board or committee-please see reverse: Point Roberts Community Advisory Ctee
   At large

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? ( ) One ( ) Two (X) 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? (X) yes ( ) no
   If yes, dates: 2011 & 2012

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? (X) yes ( ) no
   If yes, please explain: My husband, Pat Grubb, and I own Point Roberts Press, Publishers of All Point Bulletin, The Northern Light (Blaine) and Mount Baker Experience.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Co-publisher of Point Roberts Press which we’ve owned since 1991. Moved to Point Roberts in 1988. Have served as president and director of P.R. Chamber, member of the Port of Blendingham’s Pt. Roberts Marketing Ctee 1999, Raised 2 children through the Point Roberts and Blaine Schools. I am an enthusiastic promoter of Point Roberts’ natural resources and amenities, as well as of the business community. Graduate of University of Michigan, ’70

10. Please describe why you’re interested in serving on this board or commission: While it may seem that P.R. Residents have many different opinions, I enjoy finding consensus among them.

References (please include daytime telephone number): Meg Olsen 945-1807, Ron Spratley,
   Blaine School District 332-5881

Signature of applicant: Louise Mugar

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ben Scholtz  Date: 11/11/13
Street Address: 215 Young St
City: Blaine  Zip Code: 98225
Mailing Address (if different from street address): 
Day Telephone:  Evening Telephone: 
Cell Phone: 360-733-9126
E-mail address: Mallardicecream@yahoo.com

1. Name of board or committee—please see reverse: PHAB

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

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Owner, Mallard Ice Cream

10. Please describe why you’re interested in serving on this board or commission:

   From renewal

References (please include daytime telephone number):

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Michael Gregory Thompson
Date: 12-17-2012
Street Address: 2711 Wildrose Ct
City: Bellingham, WA
Zip Code: 98229
Mailing Address (if different from street address):
Day Telephone: (cell)
Evening Telephone: (cell)
Cell Phone: 360-296-3430
E-mail address: mt74@yaho.com, mthompson@peacehealth.org

1. Name of board or committee—please see reverse:
   Public Health Advisory Board
   physician member

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?
   ( ) yes (X) 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? (X) yes ( ) no
   If yes, please explain: I am a physician at Peace Health. My wife is a real estate agent in Bellingham.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   B.S., Iowa State University 1976
   M.D., Yale University 2003 (Doctor of Medicine)
   M.P.H. (Master of Public Health), Yale University 2003; Residency U. Washington 2006
   Former, Madonna Medical Group

10. Please describe why you’re interested in serving on this board or commission:
    Interested in issues of public health in Whatcom County, I feel I can contribute my training/expertise.

References (please include daytime telephone number): Greg Stern, Health Officer, Whatcom Co. 360-676-6724

Signature of applicant: Michael Gregory Thompson

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Paul Schissler

Street Address: 714 Wilson Avenue

City: Bellingham

Mailing Address (if different from street address):

Day Telephone: 360 201 8930

Evening Telephone: Same

Cell Phone: Same

E-mail address: paul.schissler@gmail.com

Date: 13/12/12

1. Name of board or committee-please see reverse:
   PDR Oversight Committee

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.)
   (Y) yes ( ) no

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

5. Are you a US citizen?
   (Y) yes ( ) no

6. Are you registered to vote in Whatcom County?
   (Y) yes ( ) no

7. Have you ever been a member of this Board/Commission?
   (Y) yes ( ) no

If yes, dates: CURRENT TERM IS ENDING

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?
   (Y) yes ( ) no
   If yes, please explain: NOT CURRENTLY HAVE PROVEN GAINFUL SERVICES IN THE PAST

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I HAVE WORKED AS A COMMUNITY DEVELOPMENT PLANNER SINCE 1981, DOING PUBLIC INTEREST WORK WITH COUNTIES, CITIES, TRIBES, NONPROFITS AND SPECIAL PURPOSE GOVERNMENTS. IN RECENT YEARS, I HAVE BEEN MORE INVOLVED IN LAND ACQUISITION AND DEVELOPMENT OF HOMES FOR THE LOCAL WORKFORCE. I SERVED ON THE PDR ADVISORY COMMITTEE THAT FORMULATED THE PDR PROGRAM AND IMPLEMENTATION GUIDELINES.

10. Please describe why you're interested in serving on this board or commission:
    I HAVE A KEEN INTEREST IN FARMLAND PROTECTION AND WOULD LIKE TO CONTINUE ON THE COMMITTEE.

References (please include daytime telephone number):
   Sue Willis 360 671-7300

Signature of applicant: Paul Schissler

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: James C. Lennon
Street Address: 1935 Zell Road
City: Ferndale
Date: 11-02-12
Zip Code: 98248-9963

Day Telephone: 360/303-3842 Evening Telephone: Same Cell Phone: Same
E-mail address: blacknight79@comcast.net

1. Name of board or committee-please see reverse: Purchase of Development Rights Oversight
   unincorporated, non-farmer

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.
   Semi-retired, broadband communications manager and project manager. Participated in Winward HS: living history event 2011, member of UDOT-Seed Association, supports veterans issues. Bachelor of Arts in Management, and post graduate study. Former licensed reactor, built spec homes as well. Participated in many team activities in a business setting.

10. Please describe why you’re interested in serving on this board or commission: make a contribution and assist local government

References (please include daytime telephone number):
   David Selby 360-815-5583,
   Sam Hilde 360-303-2878, Steve Howard 425-471-0022

Signature of applicant: James C. Lennon

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: STEPHEN O. LOCKWOOD
Street Address: 5520 CANVASBACK RD
City: BLAINE WA
Zip Code: 98230
Mailing Address (if different from street address): P.O. BOX 4575, BLAINE WA 98233
Day Telephone: 360-201-3621 Evening Telephone: 360-201-3621 Cell Phone: 260-201-3621
E-mail address: METALINESol@yahoo.com

1. Name of board or committee—please see reverse: VETERAN'S ADVISORY BOARD
   Please refer to vacancy list.
   APPLICATION FOR ANOTHER TERM FOR POSITION NOW HELD

2. You must specify which position you are applying for. No

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? 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: Appointed 11/29/11 Personally serving, reappointed for another term

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.

   RETIRED US CUSTOMS 05/31/2011
   RETIRED COMRADE 05 US NAVY 1999

10. Please describe why you’re interested in serving on this board or commission: TO CONTINUE TAKING TO HELP OUR VETERANS

References (please include daytime telephone number):

   JIM PACE (360) 733-7226 Vet Center Counselor

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Shelley Cline

Street Address: 3800 Byron Ave #124

City: Bellingham

Zip Code: 98229

Mailing Address (if different from street address):

Day Telephone: 360-733-9236 Evening Telephone: Cell Phone: 360-393-8715

E-mail address: Shelley.Cline@sta.wa.gov

1. Name of board or committee—please see reverse:
   Veterans Advisory Board

2. You must specify which position you are applying for.
   Please refer to vacancy list.

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.)

4. Which Council district do you live in?

5. Are you a US citizen?

6. Are you registered to vote in Whatcom County?

7. Have you ever been a member of this Board/Commission?

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?

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Marriage and family therapist for Bellingham Veterans Center, Retired military, BBA in Software Engineering, MA in Psychology. Licensed Mental Health Counselor, State of WA

10. Please describe why you’re interested in serving on this board or commission: Keeping abreast of matters concerning veterans in Whatcom Co.

   References (please include daytime telephone number):

   Mike Austin 360-733-9236

Signature of applicant: Shelley Cline

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: J Ward Nelson

Street Address: 3369 Agate Bay Ln.

City: Bellingham

Zip Code: 98226

Mailing Address (If different from street address):

Day Telephone: 715-5320

Evening Telephone: 671-8145

Cell Phone: 306-0524

E-mail address:

1. Name of board or committee— please see reverse: Veteran’s Advisory Board

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? (x) 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? (x) yes ( ) no

   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Pharmacist, Retired Army reserves LTC, Board member of Bellingham Community Divers, Former Whatcom County Council member

10. Please describe why you’re interested in serving on this board or commission: To assist the veterans of Whatcom County. I am proud of the men and women that serve and I want to be there as they transition back to civilian life.

References (please include daytime telephone number):

   Gary hypers (150-2217) Nicole Perault (471-7147) Rick Smith (735-8880)

Signature of applicant: 

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Name: Tom Burton
Street Address: 1346 Blaine Ave.
City: Blaine
Mailing Address (if different from street address): POB 1423
Day Telephone: 332 8350
E-mail address: tom5bamboo@hotmail.com

1. Name of board or committee—please see reverse: RURAL LIBRARY BOARD
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: 2008 - 2013
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:
   SELF EMPLOYED IN WHATCOM COUNTY FOR 40 YEARS
   WHATCOM COUNTY COUNCIL MEMBER
   MAY OR OFFICE OF BLAINE
   BLAINE CITY COUNCIL
   TOO MANY BOARDS & COMMISSIONS TO LIST
10. Please describe why you’re interested in serving on this board or commission:
    MY LIFE LONG DEPENDENCE ON LIBRARY MATERIALS AND INTEREST IN THEIR FUTURE.

References (please include daytime telephone number):
   JOAN AIROLI 966-384

Signature of applicant: Tom Burton

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:
Closing Sheriff's Office Legacy Bank Account

ATTACHMENTS:

SEPA review required? ( ) Yes ( X ) 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.)

The Whatcom County Sheriff's Office has a legacy petty cash/revolving fund bank account of unknown origin with a balance of two thousand four hundred fifty five dollars and fifty three cents. There has been no activity in this bank account since November 3, 2004. The Sheriff’s Office wants to close this bank account and deposit the balance to the General Fund.

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: December 21, 2012
SUBJECT: Proposed Ordinance
          Closing Sheriff’s Office Legacy Bank Account

Enclosed for your review and signature is one original proposed ordinance for Closing Sheriff’s Office Legacy Bank Account.

Background and Purpose
The Sheriff’s Office has a legacy petty cash/revolving fund bank account of unknown origin with a balance of two thousand four hundred fifty five dollars and fifty three cents. There has been no activity in this bank account since November 3, 2004. The Sheriff’s Office wants to close this bank account and deposit the balance to the General Fund.

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

Thank you.

enclosure
ORDINANCE NO. ________

Closing Sheriff’s Office Legacy Bank Account

WHEREAS, the Whatcom County Sheriff’s Office has a legacy petty cash/revolving fund bank account of unknown origin with a balance of two thousand four hundred fifty five dollars and fifty three cents ($2,455.53); and

WHEREAS, the Whatcom County Sheriff’s Office has not used this bank account since October 29, 2004 and there has been no activity in this bank account since November 3, 2004; and

WHEREAS, the petty cash fund was set at zero dollars ($0.00); and

WHEREAS, THE Whatcom County Sheriff’s Office no longer desires to maintain this petty cash fund;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Sheriff’s Office bank account referenced here shall be closed and two thousand four hundred fifty dollars and fifty three cents ($2,455.53) be deposited to the General Fund.

ADOPTED this ___ day of _________, 20____.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Clerk of the Council WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Council Chair

WHATCOM COUNTY EXECUTIVE

APPROVED AS TO FORM: WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved     ( ) Denied

Date Signed: ______________________
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<th>Date Received in Council Office</th>
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**TITLE OF DOCUMENT:** Ordinance to establish a new jail project 2013-2014

**ATTACHMENTS:**
- Ordinance
- Budget Supplemental

**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.)

This ordinance establishes a project fund for the new jail project 2013-2014

**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.
ORDINANCE NO. __________

ESTABLISHING A PROJECT FUND FOR THE NEW JAIL PROJECT 2013 - 2014

WHEREAS, Whatcom County recognizes the need for a new jail facility and is preparing for the construction of a new facility with the expertise of a nationally recognized Justice Design Firm; and

WHEREAS, the project will be completed in phases including Needs Assessment and Feasibility Study, Pre-design, Supplement Environmental Impact Statement, Sites Selection, Design and Construction, and;

WHEREAS, budget authority will be requested from the County Council as the project progresses, and

WHEREAS, this project will be funded through sources including, but not limited to the General Fund, Whatcom County Jail Fund, REET I and proceeds from the issuance of bonds.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 2013 titled “New Jail Project Fund 2013 - 2014”. This project fund was anticipated and discussed as part of the 2013-2014 budget and shall be used to account for the costs and revenues for the planning, design and construction of said project; and

BE IT FURTHER ORDAINED that the new fund is approved with an initial transfer-in from the General Fund of $1 million and an expenditure budget of $406,470 for work as described in the attached Exhibit A, Supplemental Budget #1461. This fund shall be administered by the Whatcom County Executive.

ADOPTED this ___ day of ________, 2013.
ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

Chief Civil Deputy Prosecutor

( ) Approved ( ) Denied

Kathy Kershner, Council Chair

Jack Louws, County Executive

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
**Supplemental Budget Request**

**Status:** Pending

**Non-Departmental**

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<th>Fund</th>
<th>Cost Center</th>
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**Expenditure Type:** One-Time  
**Year:** 2013  
**Add'l FTE:** ☐  
**Add'l Space:** ☐  
**Priority:** 1

**Name of Request:** New Jail Project Fund 2013 - 2014

---

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

---

**Costs:**

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**Request Total:** $0

---

**1a. Description of request:**

Under direction of the Executive and the Executive Jail Planning team Whatcom County is developing contracts for Jail Planning work. Contracts for the services described in the scopes of work listed below are being developed with a nationally recognized Justice Design Firm, DLR Group, an independent Supplemental Environmental Impact Statement (SEIS) contractor; Shockey Planning Group and a local property appraisal firm. Whatcom County is contracting with the successful respondent to the Jail Planner RFP. DLR Group is a local (Seattle based) Justice Design Firm active across the nation. They have been following Whatcom County’s jail planning process and will bring an “outcome based planning” approach to the work.

1. DLR Group scope of work includes:
   a. Updating and refining the existing 2008 needs assessment
   b. Building programming
   c. Evaluation of single/campus, jail court, SO HQ, operations and support
   d. LEED requirements
   e. Site review and conceptual design
   f. Jail staffing plan
   g. Parking and Site amenities
   h. Public information and public presentations  
      **Proposed Fee:** $243,470.

2. Shockey Planning Group SEIS contract scope includes:
   a. Permit management plan
   b. Public involvement plan
   c. Critical Areas Analysis
   d. Phase 1 Environmental Assessment
   e. SEIS Scoping
   f. Phase II Scope and Budget Analysis
   g. Supplemental EIS
      **Proposed Fee:** $153,000.

3. Property appraisals contract with Gustafson Group Appraisal

**1b. Primary customers:**

Local governments, law and justice agencies and citizens of Whatcom County.
Supplemental Budget Request

Non-Departmental

<table>
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<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: Tawni Helms</th>
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</thead>
</table>

2. Problem to be solved:
Whatcom County has recognized the need for a new jail facility. We anticipate eventual consolidation of all Sheriff's Office, Main Jail, and Work Center functions onto a single site. The first phase of this project is envisioned to be a corrections facility that consolidates the two existing corrections facilities and has capacity for 500+ jail beds, and the ability for future expansion of inmate housing on same site. Future uses of this site may include a Sheriff's Office headquarters building and other related criminal justice functions. At this time, we are seeking professional Jail Planning services to assist the County's designated Jail project team with the planning of the jail facility.

3a. Options / Advantages:
Other options include:
Not building and/or contracting with distant jail facilities both of which have been determined not appropriate.

3b. Cost savings:
Whatcom County has been analyzing its jail needs. DLR will utilize all prior efforts to assist in developing final deliverables.

4a. Outcomes:
Whatcom County will work with DLR to select performance benchmarks at the outset of this project. These benchmarks can range from construction cost, to square foot per inmate, to sustainability goals.

4b. Measures:
As we move through the planning and design project the progress will be compared to the outcome based benchmarks.

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:
Corrections Chief, Wendy Jones Needs Assessment
Facilities Manager, Michael Russell Building Design and infrastructure
PDS, Tyler Schroeder SEIS

6. Funding Source:
New Jail Project Fund 2013 - 2014
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

Initial Date Date Received in Council Office Agenda Date Assigned to:
Originator: 1/4/13 1/15/13 Intro
Division Head: 
Dept. Head: 
Prosecutor: 
Purchasing/Budget: 1/4/13
Executive: 

TITLE OF DOCUMENT: 2013 Supplemental Budget Request #1

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

SEPA review required? ( ) Yes (x) NO Should Clerk schedule a hearing? ( ) Yes (x) NO
SEPA review completed? ( ) 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.)

Supplemental #1 requests funding from the General Fund:
1. To appropriate $43,939 in Sheriff to fund Northwest Regional Gang-Drug Task Force vehicle lease and Crime Analysis Unit from DTF JAG grant proceeds.
Whatcom County Convention Center Fund:
2. To appropriate $6,005 to fund additional amount approved by the Lodging Tax Advisory Committee.
Real Estate Excise Tax II Fund:
3. To appropriate $185,000 in Parks to fund the Hovander Park River Walk

COMMITTEE ACTION:

COUNCIL ACTION:

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

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: December 21, 2012
SUBJECT: Supplemental Budget ID# 1460
Auto Leasing and Crime Analysis Jan-Jun 2013

The attached Supplemental Budget requests budget authority to use State of Washington Department of Commerce Edward Byrne Memorial Justice Assistance Grant (JAG) funds for auto leasing and crime analysis.

Background and Purpose
The Sheriff’s Office received a JAG Multi-Jurisdictional Gang-Drug Task Force Program grant in 2012. The Sheriff’s Office requests budget authority to use $43,939 of these funds for auto leasing and crime analysis January through June 2013.

Funding Amount and Source
Funding of $43,939 will be provided by State of Washington Department of commerce Edward Byrne Memorial Justice Assistance Grant (JAG) Multi-Jurisdictional Gang-Drug Task Force Program Grant #M12-34021-017, CFDA No. 16.738.

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

Thank you.
ORDINANCE NO.

AMENDMENT NO. 1 OF THE 2013 BUDGET

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 2013 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>43,939</td>
<td>(43,939)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>43,939</td>
<td>(43,939)</td>
<td>-</td>
</tr>
<tr>
<td>Whatcom County Convention Center Fund</td>
<td>6,005</td>
<td>-</td>
<td>6,005</td>
</tr>
<tr>
<td>Real Estate Excise Tax II</td>
<td>185,000</td>
<td>-</td>
<td>185,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>234,944</td>
<td>(43,939)</td>
<td>191,005</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ____________________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Chair of the Council

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, County Executive
Date: ____________________

I:\BUDGET\SUPPLS\2013_Suppl\Supplemental #1-2013.doc
### WHATCOM COUNTY
#### Summary of the 2013 Supplemental Budget Ordinance No. 1

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund Northwest Regional Gang-Drug Task Force vehicle lease and Crime Analysis Unit from DTF JAG grant proceeds.</td>
<td>43,939 (43,939)</td>
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<td>-</td>
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<tr>
<td>Total General Fund</td>
<td></td>
<td>43,939 (43,939)</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Whatcom County Convention Center Fund</td>
<td>To fund additional amount approved by Lodging Tax Advisory Committee</td>
<td>6,005</td>
<td>-</td>
<td>6,005</td>
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<tr>
<td>Real Estate Excise Tax II</td>
<td>To fund Hovander River Walk</td>
<td>185,000</td>
<td>-</td>
<td>185,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>234,944 (43,939)</td>
<td></td>
<td>191,005</td>
</tr>
</tbody>
</table>
Supplemental Budget Request  

**Sheriff**  

**Administration**  

**Supp'ID #: 1460**  

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: Jeff Parks / Dawn Pierce</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1003512007</td>
<td></td>
</tr>
</tbody>
</table>

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

**Name of Request:** Auto Leasing and Crime Analysis Jan-Jun 2013  
**Department Head Signature:**  
**Date:** 12/21/12

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>6140</td>
<td>Overtime</td>
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<td></td>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
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<td></td>
<td>6630</td>
<td>Professional Services</td>
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<tr>
<td></td>
<td>6860</td>
<td>Equipment Rental</td>
<td>$11,974</td>
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</tbody>
</table>

**Request Total:** $0

1a. **Description of request:**

**AUTO LEASING**

The Northwest Regional Gang-Drug Task Force (NWRGDTF) operates a fleet of undercover and surveillance vehicles in order to carry out their primary mission. Each detective assigned to the task force requires a vehicle suited to undercover work.

**CRIME ANALYSIS**

In support of the NWRGDTF, the Crime Analysis unit is compiling material in order to classify offenders and confirm gang members and gang associates. This information is provided to area law enforcement and the Prosecutor's Office in an effort to enhance officer safety and assist in the prosecution of confirmed gang members. Due to current work load, the Crime Analysis unit requires additional time and resources to complete the gang classification process.

1b. **Primary customers:**

**AUTO LEASING**

Detectives assigned to the Northwest Regional Gang-Drug Task Force.

**CRIME ANALYSIS**

Civilian and law enforcement personnel assigned to complete gang member classifications.

2. **Problem to be solved:**

**AUTO LEASING**

Assures that reliable cost-effective vehicles that are mission-capable are available to the task force detectives. In the past vehicles that have either been purchased, traded or seized during investigations have been issued to detectives. Many of these vehicles had significant mileage, mechanical problems, contamination from drugs or biohazards or defects, or needed unexpected costly repairs that were not adequately covered in existing budgets. Leased new vehicles avoid the problem of drug and biohazard contamination, avoids the problem of seized vehicles being recognized or "burned" by drug dealers thereby increasing the effectiveness of surveillance operations and officer safety. The leasing program better predicts and controls costs of operating and maintaining the vehicles as they are only kept for 24-36 months and are under warranty. The lease rates are attractive and vehicles are delivered directly to Bellingham dealers for pick-up by the Sheriff's Office. In the event that the vehicle becomes known to

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**Friday, December 21, 2012**
Supplemental Budget Request

**Sheriff**

**Fund** 1  
**Cost Center** 1003512007  
**Originator:** Jeff Parks / Dawn Pierce

**Administration**

**Status:** Pending

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It can be changed out through the leasing system.

**CRIME ANALYSIS**

The gang classification process is a critical component in the Sheriff's Office priority goal of suppressing gang activity and eradicating gangs from Whatcom County. The Sheriff's Office currently has a crime analyst and a patrol deputy certified as a gang expert assigned to conduct research and review of gang member/associate classifications. Due to current workload, existing personnel are only able to devote minimal time to completing the classification packets. Additional trained personnel and dedicated overtime hours are needed to complete the required research and review. With overtime funding, classifications will be completed without negatively affecting patrol operations or the daily duties of the Crime Analysis unit.

**3a. Options / Advantages:**

**AUTO LEASING**

The options for providing vehicles to the task force are: Purchase (non-fleet), purchase (add to fleet), rental and lease. Leasing is the most cost effective due to short terms available and the dealer-direct delivery of vehicles. The monthly rate for leasing is well below the monthly billing or rental rates and the only additional costs are those for fuel and regular, minor maintenance (oil change).

**CRIME ANALYSIS**

It is not feasible to pull personnel away from their regularly assigned patrol and investigations duties. Providing overtime would expedite the classification process without negatively impacting the level of service provided to the citizens of Whatcom County.

**3b. Cost savings:**

**VEHICLE LEASING**

Average lease cost is $460.00 per month per vehicle compared to fleet ER&R rate of $640.00 or higher depending upon amortization and replacement cycle. Commercial rental rates are higher. Leasing eliminates repairs and maintenance which has been expensive - (brakes, tires, engine repairs, etc).

**CRIME ANALYSIS**

$31,965 ($10,000 for training and $21,965 for overtime) that would otherwise have to be paid from the Sheriff’s Office budget.

**4a. Outcomes:**

**AUTO LEASING**

Reliable vehicles, eliminate costly repairs, vehicle under warranty, can rotate out vehicles, eliminate contamination issues, variety of vehicles available to lease, increased effectiveness of surveillance and investigations.

**CRIME ANALYSIS**

Increased number of gang member classifications will enhance officer safety and the prosecution of known gang members.

**4b. Measures:**

**CRIME ANALYSIS**

Increased number of gang classifications and reduction in habitual offenders and gang activity in Whatcom County.

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

None

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

**6. Funding Source:**

State of Washington Department of Commerce Edward Byrne Memorial Justice Assistance Grant (JAG) Multi-Jurisdictional Gang-Drug Task Force Program Grant #M12-34021-017, CFDA No. 16.738.

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Friday, December 21, 2012
Supplemental Budget Request

Parks & Recreation

Fund: 324  Cost Center: 6032435  Originator: Rod Lamb

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

Name of Request: Hovander River Walk

X  /2-18-12
Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>6630</td>
<td>Professional Services</td>
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<tr>
<td>7380</td>
<td>Other Improvements</td>
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<tr>
<td></td>
<td><strong>Request Total</strong></td>
<td><strong>$185,000</strong></td>
</tr>
</tbody>
</table>

1a. Description of request:
Construct a 1.45 mile long, gravel surfaced multi-use trail from Hovander Park boat launch (north end) to the set-back levee that was constructed in the summer of 2010. The proposed trail will be located where possible on the existing levee. A well established trail is already in place from the set-back levee south to Slater Road with connections throughout the park.

This request is a reappropriation and increase of funding that was requested in the 2011/2012 budget cycle. The permitting effort for this project consumed most of 2012, and Parks has completed nearly all permit requirements and will be well positioned to complete the project in 2013. The increased budget request is needed to cover costs associated with permitting requirements. These include additional levee backslope recommendations provided by Whatcom County River & Flood, and riparian buffer mitigation planting required by Whatcom County Planning & Development Services.

Because the budget appropriation was not identified as a 'project budget' budget authority ends in 2012. For this reason we are requesting budget authority in 2013 in order to complete this project.

1b. Primary customers:
Visitors to the park, walkers and bicyclists who will use the trail for park purposes and as a transportation corridor from the City of Ferndale to Slater Road and beyond.

2. Problem to be solved:
There is currently no ADA accessible route from the Hovander boat launch to the new set-back levee. Walkers and bikers currently utilize a largely unsurfaced agricultural road, and then walk or bike over turf to reach the set-back levee, where a well maintained and gravel-surfaced trail leads south to Slater Road. Constructing 1.45 miles of new trail will greatly enhance the recreational and non-motorized transportation opportunities a the park and in the surrounding community. This is an identified regional trail corridor in County and City of Ferndale planning documents.

3a. Options / Advantages:
Walkers and bikers could continue to walk on unsurfaced agricultural roads and over turf, but we would lose the opportunity to separate vehicle and pedestrian traffic for safety purposes and to provide an enhanced recreational experience.

3b. Cost savings:
REET 2 funds are being requested.

4a. Outcomes:
The trail will provide a safe and attractive recreational trail that will offer enhanced scenic views of the park and the Nooksack River. Additionally it will become part of a larger alternative transportation route.
Supplemental Budget Request

Parks & Recreation

<table>
<thead>
<tr>
<th>Supp'1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1459</td>
<td>324</td>
<td>6003</td>
<td>Rod Lamb</td>
</tr>
</tbody>
</table>

between the City of Ferndale and the City of Bellingham. Final permitting will be secured in early 2013. The project will be publicly bid in the spring and construction will be completed in the summer of 2013.

4b. Measures:
When the trail is completed and walkers, bikers and disabled can enjoy the new trail for recreation and transportation purposes. Success will be measured by the number of people using the trail. Trail use will be tracked by using installing an automated trail counter at the new trail.

5a. Other Departments/Agencies:
County Planning & Development Services, and River & Flood have been involved with permitting of the project and will continue with inspection efforts during construction. Washington Dept. of Fish & Wildlife has been contacted to determine if any state permits are needed for the project.

5b. Name the person in charge of implementation and what they are responsible for:
Planning & Development Services: Lyn Morgan-Hill
River & Flood: Travis Bouma & James Lee
WDFW: Jeff Kamps

6. Funding Source:
REET 2
Supplemental Budget Request

Non-Departmental

Supp'l ID # 1462  Fund 141  Cost Center 14100  Originator: Tawni Helms

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

Name of Request: Lodging Tax Fund 2013 Budget Supplemental

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
<thead>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
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<tr>
<td>Request Total</td>
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<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

An amount of $558,980 was recommended to council during the biennium budget process and approved through ordinance #2012-048. On November 2, 2012 the Lodging Tax Advisory Committee met and approved for recommendation 2013 funding applications totaling $556,005. This amount was approved by Executive Louws and recommended for Council approval. The amount entered into the budget was incorrectly added as $550,000. This supplemental budget corrects the amount to reflect the additional $6,005 in approved projects/applications.

1b. Primary customers:

Whatcom county citizens.

2. Problem to be solved:

This budget supplemental addresses the $6,005 discrepancy between the recommended and approved contracts for tourism promotion and the budget authority approved in the 2013-2014 biennial budget.

3a. Options / Advantages:

Wait until year end to adjust the amount if an adjustment is needed.

3b. Cost savings:

4a. Outcomes:

The budget authority and the approved contractual agreements will align accordingly.

4b. Measures:

5a. Other Departments/Agencies:

No

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

N/A

6. Funding Source:

The Lodging Tax fund has adequate funds to support this budget supplemental.